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CLERK'S COPY.

VOLUME III

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940

No. 442

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

EXPRESS PUBLISHING COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 17, 1940
CERTIORARI GRANTED NOVEMBER 12, 1940

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VOLUME III.
BOARD EXHIBIT III.
APPENDIX TO BRIEF.

IN THE

United States Circuit Court of Appeals

FIFTH CIRCUIT

No. 9408

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

EXPRESS PUBLISHING COMPANY,
Respondent.

Petition for the Enforcement of an Order of the National Labor Relations Board, sitting at Washington, D. C.

(ORIGINAL RECORD RECEIVED JAN. 22, 1940)

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1 BOARD EXHIBITS 1-A, B, C AND D REMOVED AND PLACED IN TRANSCRIPT OF RECORD.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD, SIXTEENTH REGION

In re Express Publishing Company
and
San Antonio Newspaper Guild
} Case No. XVI-C-293

Stipulation

In the above cause the following facts are stipulated:

1. The facts stated in paragraph one of the complaint are true.

2. The respondent in the course and conduct of its business purchases its blank paper for printing its paper, known as newsprint, from sources outside of Texas, partly in other States of the United States than Texas and partly in foreign countries, which is shipped by the sellers to respondent at respondent's expense to its office in San Antonio, Texas. The annual purchases are approximately seven thousand tons of newsprint at approximately forty-two dollars per ton. It purchases its ink partly from points outside the State of Texas and partly inside the State of Texas, the amounts purchased inside being approximately $10,721.74 annually and the amounts purchased outside being approximately $2,905.81 annually. The ink purchased inside Texas is manufactured in Texas. Parts used in the maintenance and repair of presses and machinery are purchased from sources outside the State of Texas amounting to approximately $1,853.09 per year. The balance are bought in Texas. Lead used in casting type is purchased from concerns located outside of Texas and shipped by sellers to respondent at respondent's expense.

Purchases amount to approximately $1,600 per year, being about 8 tons of lead.

Respondent is a member of the Associated Press and subscribes to the United Press and obtains from those two organizations a major portion of the news items published by it in reference to matters outside the State of Texas and part of the news items in reference to matters in Texas. Each paper carries daily stock and market
2 quotations of New York Stock Exchange, and quotations of grain and agricultural prices on various United States markets, and cotton on New Orleans and Memphis markets, all furnished by Associated Press by its local employees in Texas as shown below. Each of these, the Associated Press and the United Press, maintains its own employees and its own facilities for receiving the news at their respective offices located in the building of the Express Publishing Company and deliver the news items and market quotations from those offices to the respondent. Incident to its membership in the Associated Press the respondent furnishes to the Associated Press at its office in the Express Publishing Company building in San Antonio, Texas local news items. Respondent has a contract with a newspaper correspondent residing in Washington, D. C. by virtue of which he transmits to the respondent in San Antonio, Texas from Washington, D. C. his writings in reference to news and is paid therefore by the respondent on a space rate basis; and he also sells to other papers. Total payments to him are approximately $2,600.00 annually.

Respondent purchases from sources outside Texas in the United States (including N. E. A., McClures, Chicago Tribune and News, and American Institute of Public Opinion) articles written by writers who sell their writings to newspapers generally, and comics and cartoons, which are transmitted from such sources to the respondent at its office in San Antonio, Texas. The expenditures for the items described in the last sentence constitute ap-

proximate .025% of the respondent's total expenditures, the expenditures for these items being $33,833.41 out of total expenditures $1,334,183.92.

Respondent obtains part of its advertising from persons residing within the State of Texas and part from persons residing outside the State of Texas in other States. The advertising originating outside the State of Texas is handled in the following manner: Persons who desire to place such advertising have an arrangement with concerns whom they call agencies. Those persons in turn contact John Budd & Co. which has offices in New York, Chicago, St. Louis, Dallas, San Francisco and Los Angeles. John Budd & Co. contacts the respondent. Then John Budd & Co. is billed by the respondent with the cost of the advertising and is liable for the payment thereof to re-
3 spondent, regardless of whether the concern being advertised pays or not. The party termed the agency above receives a commission of approximately fifteen percent of the advertising bill and the John Budd & Co. receives approximately ten percent. The field which the advertisers attempt to reach by the distribution of such advertising is Southwest Texas. The persons whose products are being advertised in such advertising are engaged in selling or distributing their products in interstate commerce. The amount received by respondent for such advertising placed through John Budd & Co. constitute approximately 21.8% of the total that it receives for advertising and approximately 15.99% of its total revenue from all sources. The Company's total gross receipts from all sources amounts to approximately $1,406,607.00.

The combined circulation of the EXPRESS and EVENING NEWS is approximately 98,233 daily and the circulation of the SUNDAY EXPRESS is approximately 78,267. Of this circulation all of it is distributed within the State of Texas with the exception of approximately 94/100 of one percent. The respondent sells all its papers at its office in San Antonio, except that it mails a portion

thereof to subscribers, percentages going within and without the State being as abovementioned.

Respondent has only one office, consisting of its building located in San Antonio, Texas, and all its employees are officed in that building with the exception of two at Austin, Texas. It employs a total of approximately three hundred fifty persons, all of whom are local citizens of San Antonio, Texas, with the exceptions above mentioned, and reside in San Antonio, Texas. Of the above percentages of its papers distributed within the State of Texas, all except a very small percentage are distributd in the County in which San Antonio is situated, and the surrounding counties constituting Southwest Texas. With the exception of the sources of news originating outside of the State above described, the matter printed in its papers is written by its employees officing in its building and residing in San Antonio, Texas, and all its papers are actually printed in San Antonio, Texas. Its officers and stockholders are all Texas citizens and residents. It is an independent publisher, and not a part of any chain of newspapers. F. G. Huntress is President and Manager, Thornton Hall is Secretary and Assistant to the President, M. M. Harris is chief editorial writer for the SAN ANTONIO EXPRESS, A. W. Grant is Managing Editor of the SAN ANTONIO EXPRESS, and A. W. Walliser is Managing Editor of the SAN ANTONIO EVENING NEWS. L. G. Denman is one of the attorneys for the Company.

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3. The San Antonio Newspaper Guild is a labor organization as defined in Section 2, Subsection 5 of the National Labor Relations Act. The San Antonio Newspaper Guild is affiliated with the American Newspaper Guild, which is in turn affiliated with the Committee for Industrial Organization. The local organization was organized in December, 1936 of newspapers published in San Antonio, Texas, and admits to membership editorial, advertising, carrier, office and circulation department employees. In

January, 1937 negotiations were carried on with the SAN ANTONIO LIGHT, a Hearst paper, the only competitor of the respondent in the City of San Antonio, which negotiations resulted in the posting of bulletin board statement of the policy by the management of the LIGHT in January, 1937, and which later, in March, 1938, resulted in a written contract being entered into between the LIGHT and the Guild. This contract with the LIGHT a copy of which is attached, Exhibit E. E. is in effect until March 7, 1939.

4. All the employees of respondent engaged in the editorial department, both of the NEWS and the EXPRESS, namely, city editors, reporters, copy desk men and rewrite men, artists, photographers, copy boys and librarians, society editors and writers and sports editors and writers, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the National Labor Relations Act. The respondent corporation publishes both papers and controls the employment, wages, hours, and working conditions of the employees of both papers.

5 5. There are 42 employees included in the above classifications, of which 31, constituting more than a majority, have at all times referred to in the complaint been members of the San Antonio Newspaper Guild and have designated the Guild to bargain for them in accordance with the Act.

6. Prior to March 1, 1938 the Guild appointed Frank G. Ragsdale president of the local Guild, an employee of the LIGHT, Henry Drelman, a San Antonio lawyer, Sidney Berkowitz, an employee of a San Antonio department store, as negotiators. The Guild delivered to respondent the letters dated March 1 and 8, 1938, marked Exhibits A and B respectively, attached hereto, and on March 10, 1938 the respondent replied as per Exhibit C attached, to which the Guild replied as per telegram dated March 12, 1938,

marked Exhibit D attached. On March 14, 1938, pursuant to this correspondence a meeting was held, of which, attached as Exhibit E, is a correct stenographic report, and attached as Exhibit F is a copy of the proposed contract submitted by the Guild referred to in the report of this meeting. The respondent then wrote to the Guild as per letter of March 25, 1938, Exhibit G attached. Pursuant to this letter a meeting was held on March 30, 1938, of which attached is a correct stenographic report marked Exhibit H. On April 4, 1938 Thornton Hall, Secretary of respondent, called a meeting of the editorial department employees and read a statement to them, of which attached is a true copy, marked Exhibit I. On April 6, 1938 the Guild wrote to respondent as per Exhibit J attached. On April 7, 1938 the respondent replied as per Exhibit K attached. On April 13, 1938 the Guild published a document marked Exhibit L attached, distributing it among its members and other members of the public, inviting them to a gridiron dinner, and mailed copies of it to some of respondent's representatives who had been present at the negotiations. On April 13, 1938 the Guild wrote to the respondent as per Exhibit M attached. On April 16, 1938 the respondent replied as per Exhibit N attached. Pursuant thereto a meeting was held on April 21, 1938, of which the attached Exhibit O is a correct stenographic report. A copy of the statement set out in full on pages 2 to 12 was presented to respondent at this meeting.

6 On May 3, 1938 the Guild wrote to respondent as per letter attached marked Exhibit P. On May 4, 1938 respondent replied to the Guild as per letter attached marked Exhibit Q. On May 14, 1938 the Guild wrote to respondent as per Exhibit R attached. On May 16, 1938 the Guild wrote to the respondent as per Exhibit S attached, and the respondent replied on May 17, 1938 as per Exhibit T attached. Pursuant thereto, on May 23, 1938, a meeting was held, of which the attached Exhibit U is a correct stenographic report. On May 30, 1938 the Guild filed charges against the respondent on which this proceeding is based.

Mr. LeBaron, Field Examiner for the Sixteenth Regional Office of the National Labor Relations Board, called at the Express and had a meeting with Mr. Thornton Hall, Mr. M. M. Harris and Mr. Denman in reference to whether he could he helpful in bringing the parties together. A discussion was had between them and tentatively it was understood by respondent's representatives and Mr. LeBaron that a further meeting would be called if desired by the parties. Mr. Huntress was out of the City at the time and LeBaron was informed he would not return until July 18. When Huntress returned, Mr. Hall was out of the City, and the respondent suggested to Mr. LeBaron on or about July 20, 1938 that Hall would be back in time for a meeting on August 4. The Guild then wrote to respondent as per Exhibit V attached, on July 20, 1938. On July 22, 1938 Mr. LeBaron and Mr. Denman, attorney for respondent, had a telephone conversation in which the following was stated: LeBaron asked if it was necessary to wait for Mr. Hall's return. Denman stated that the respondent would prefer for Hall to be present, as he belived Huntress would want to consult with him. Furthermore, Denman said that he would probably advise Huntress instead of coming to the meeting personally to have Hall, Grant, Walliser and Denman appear as negotiators, so that since the Guild was not present but appeared by negotiators, respondent would appear in the same manner, and that it was Denman's experience that negotiations were some times concluded more readily where negotiators carried them on and reported back to the parties for their approval rather than the parties attempting to negotiate direct; that he was not sure he would give Huntress this advice; and if he did so he was not sure Huntress would follow it, as Huntress generally liked to speak for himself. LeBaron stated that although he could not know exactly what was in the Guild's mind, and of course was not speaking for them but merely trying to be helpful to the parties, he thought that the essence of a union contract was some reasonable restriction on the right of

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the employer, giving employees a voice with management in determining tenure of employment, and that the wage scales and matters of that sort were secondary, and he did not think, although he did not definitely know, that they were of such importance to the Guild members at present, and asked Denman whether he thought Huntress would be willing to include in a contract a stipulation making some such restriction on his right to employ and discharge. Denman stated that as to the provisions to that effect in the contract submitted, Huntress's views had been stated in his written statement; that as to whether the Guild could persuade him to change his views or to accept some restriction Denman had no way of knowing, as he was a lawyer and not a fortune teller, and that would be speculating about Huntress's future mental attitude. LeBaron again asked Denman what he personally thought about it and Denman said that as far as he personally was concerned he would not request Huntress to put any restriction on his power to dismiss him as attorney, since when he appeared in court he had the power to speak for Huntress and that Huntress ought to have the power to discharge him whenever he felt that Denman no longer spoke correctly for Huntress; that in the same manner, he, Denman, would think that Huntress ought to have the right to terminate the employment of one of his writers when he no longer reflected Huntress's views; that Huntress alone should be the sole judge of that. But Denman said that Huntress's views in reference to this might be entirely different from Denman's. LeBaron asked if any contract could be entered into. Denman told him that Huntress while not requesting it of the Guild had stated to the negotiators at the meetings that they were at liberty to submit any other contract and he would give it careful consideration. LeBaron asked if Denman could suggest any contract which Huntress would sign. Denman stated that Huntress at the negotiations had made a statement to the effect that he desired employment terms to continue as they were, but that Denman

did not believe the Guild would be willing to sign
8 a contract on that basis and that Denman thought it would be useless to submit it. LeBaron then stated that he was willing to remain here if he thought it would be of some benefit, but that if it would be of no benefit there was no use of his remaining. Denman stated that the Guild had a right to have every opportunity to persuade Huntress to come to their views and that Huntress would be glad to give them every opportunity they desired to try to convince him to meet their wishes, and that Denman wished to assure LeBaron that Huntress would meet the Guild representatives on any occasion and consider carefully anything they had to present and that Denman had no way of predicting whether they could persuade Huntress or not, but he had no further information as to Huntress's probable actions than LeBaron had as to what he could be persuaded to do. Le Baron then stated that in view of the situation all that was left for him to do was to recommend continued prosecution of the charges then on file. Denman answered that that appeared to him to be meaningless and useless procedure because the respondent was willing to continue to negotiate and that it appeared that all that could be asked of the Board was to send the matter for further negotiations and that the respondent was willing to do without any order of the Board that the Board could not make an agreement between the parties. LeBaron stated that he would contact the Guild and give them the benefit of the conversation. LeBaron subsequently contacted Oscar Owens, Chairman of the Express-News Unit of the Guild, and informed him of the substance of the conversation with Denman.

Prior to this telephone conversation the respondent had mailed a letter on July 22, 1938 to the Guild, copy of which is attached as Exhibit W. Mr. Ragsdale of the Guild upon subsequently receiving Exhibit W called Mr. Denman to ask which happened first, the conversation in which the meeting was called off or the mailing of the letter, Ex-

hibit W, and Mr. Denman informed him that the telephone conversation was had last. On August 1, 1938 the Guild wrote to respondent as per letter attached as Exhibit X, to which the respondent replied on August 2, 1938 as per Exhibit Y attached. On August 4, 1938 Mr. Denman telephoned from Kingsville, Texas to Mr. Ragsdale as to whether the conference would be held so that, if so, he could return to San Antonio
9 for it. In the conversation it developed that Mr. Ragsdale thought the conference was called by Mr. Huntress, while the respondent considered that the conference was called by the Guild. Each party expressed a willingness to meet if the other desired to call a conference. But each stated that it did not consider that it had called a conference and therefore both considered that under the circumstances there would be no meeting. The Guild addressed the attached letter dated August 4, 1938, marked Exhibit Z, to the respondent stating its understanding, and Denman addressed the attached letter marked Exhibit AA to the respondent stating his understanding. The respondent then addressed the attached letter dated August 5, 1938 to the Guild, Exhibit BB. The letter from Denman referred to in the respondent's letter, Exhibit BB, is the above Exhibit AA. There were no subsequent communications either from the Guild to the respondent or from the respondent to the Guild. Subsequently on September 22, 1938 Edwin A. Elliott, Regional Director of the National Labor Relations Board wrote to respondent as per letter, Exhibit CC, attached, to which respondent replied as per letter of September 30, 1938, Exhibit DD attached.

Either party may offer additional testimony subject to the rulings on its admissibility, but no testimony to attempt to controvert any of the facts agreed to above.

Frank G. Ragsdale

President San Antonio Newspaper

Guild

L. N. D. Wells, Jr.

Atty., XVIth Region National Labor

Relations Board

Leroy G. Denman

Atty. for Express Publishing Co.

10 EXHIBIT A

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

March 1, 1938

Mr. Frank G. Huntress, Publisher,

San Antonio Express and Evening News,

San Antonio, Texas.

Dear Mr. Huntress:

Editorial department employes of the San Antonio Express and Evening News have designated the San Antonio Chapter of the American Newspaper Guild as their collective bargaining agent, in accordance with the National Labor Relations Act.

The Guild has chosen as its negotiators Mr. Henry B. Dielmann, Mr. Sidney Berkowitz, and Mr. Frank G. Ragsdale, who wish to present for your consideration a contract.

In keeping with the established policy of the American Newspaper Guild some of your editorial department employees desire to attend the conference between yourslf and the negotiators to act as observers.

As secretary of the San Antonio Chapter of the American Newspaper Guild I have been instructed to request that you set a time and place to meet with these gentlemen at your earliest convenience.

Very truly yours,

Cliff Potter, Secretary

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EXHIBIT B

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

March 8, 1938.

Mr. Frank G. Huntress, publisher,

San Antonio Express and Evening News,

San Antonio, Texas.

Dear Mr. Huntress:

You have no doubt received our letter of March 1, asking for a conference with you, but in case it has been mislaid, editorial employes of the Express and Evening News have designated the San Antonio Newspaper Guild, a local of the American Newspaper Guild, as their collective bargaining agent under the terms of the National Labor Relations Act.

Mr. Sidney Berkowitz, Mr. Henry B. Dielmann, and Mr. Frank G. Ragsdale were named as Guild negotiators to present for your consideration a contract, and in accordance with Guild practice, employes of the Express and News wish to attend these conferences as observers.

The Guild respectfully requests that you arrange for this conference before Saturday, March 12, and in the event you are called out of town shortly, the Guild requests that you authorize someone to represent you in negotiating with the Guild.

Yours truly,

Cliff Potter secretary

12 EXHIBIT C

March 10, 1938

Mr. Cliff Potter, Secretary

San Antonio Newspaper Guild

San Antonio, Texas

Dear Mr. Potter:

We have your letters of March 1 and 8.

My first available date for the conference which you request will be next Monday, March 14th, at 5 o'clock in

the afternoon, in the directors' room on the seventh floor of the Express Publishing Company Building.

Your negotiators will be welcome to meet us at that time and place, and we prefer that any members of The Express' and The Evening News' reportorial and news staffs desiring to attend shall be present upon that occasion.

Very truly yours,

Express Publishing Company

(Signed) Frank G. Huntress

President

FGH—h

EXHIBIT D

San Antonio, Tex., March 12, 1938.

Frank G. Huntress, Publisher:

Delr Monday a. m. San Antonio Express and Evening News, San Antonio:

Thank you for letter appointment suggested is satisfactory.

Cliff Potter, Secy

San Antonio Newspaper Guild.

14 EXHIBIT E

STENOGRAPHIC REPORT OF MEETING HELD BETWEEN OFFICIALS OF THE EXPRESS

PUBLISHING COMPANY AND NEGOTIATORS DESIGNATED BY SAN ANTONIO NEWSPAPER GUILD, HELD IN THE EXPRESS BUILDING AT FIVE O'CLOCK P. M. ON MARCH 14, 1938.

PRESENT:

Frank G. Huntress,

A. W. Walliser,

A. W. Grant, and

Thornton Hall,

Officials of Express Publishing Company.

Frank G. Ragsdale,
Sidney Berkowitz,

Henry B. Dielmann,

Negotiators designated by San Antonio Newspaper Guild.

Mrs. Alice Bonnett,

Warren Darby,

S. J. Ryan,

Oscar Owens,

Joe Dynan,

Observers from San
Antonio Newspaper Guild.

T. H. Burger,
Court Reporter.

MR. HUNTRESS: Now, before we proceed, do you all want to enter into the expense of this stenographer, or not?

MR. DIELMANN: We will have to refer that to the Guild itself. They had one here, they did not know that you were going to have Mr. Burger here.

MR. HUNTRESS: Of course, they will not get the proceedings unless they do.

MR. DIELMANN: Is it satisfactory to you gentlemen? (addressing Guild observors present). I understand, then, that the expense of this stenographer will be split fifty-fifty and each will be entitled to his copy of the proceedings.

* * * *

MR. HUNTRESS: We are waiting on the matter we are called for.

MR. DIELMANN: I might state to Mr. Huntress and the other gentlemen present that Mr. Berkowitz and Mr. Ragsdale and myself have been requestd to act as negotiators by the members of your editorial department who are members of the San Antonio Newspaper Guild. We are informed that more than fifty per cent of the editorial department of both the Evening News and of the Express are members of the Guild and that they have designated the Guild as their agency to take up negotiations with you. And we are here at their request to present the matter of their organization, and the contract which they suggest to you.

MR. HUNTRESS: We are quite willing to talk
16 this matter over with you so that we may get the Guild's point of view and that you may get ours.

MR. DIELMANN: Now, we have been given a contract which they contend is a fair contract and which, of course, they would care to have considered as the basis of negotiations between your company and us as negotiators for them.

MR. HUNTRESS: I will make this statement here, (reading):

"The publishers and the editors of San Antonio Express and San Antonio Evening News always have maintained, strictly and genuinely, just and impartial relationship toward the employees of the news and editorial departments of these two newspapers.

"No holder of, or applicant for, employment in those departments has been retained or engaged upon any consideration of his membership or non-membership in any union. He has not even been questioned by the publisher, nor by any responsible editor, as to membership in such union.

"The Express Publishing Company and its responsible editors desire and intend to continue to conduct its news and editorial departments strictly upon that same fair and impartial basis.

"Since 1902, as a general rule, the Express Publishing Company has allowed editorial department employees who have been with it a year or longer, two weeks vacation, with full pay, annually. It also has allowed sick benefit of two weeks at the regular scale. Old employees have been
17 taken care of with allowances of longer pay during sickness and with voluntary pensions upon retirement from active service.

"During the worst years of the depression, instead of following the course taken by the general run of business and industrial houses, the Express Publishing Company retained its employees on its payroll, even though it became absolutely necessary to cut all salaries and wages in order to do so. This Company considered that course preferable to wholesale dismissals, with consequent increase in the general unemployment. Now this Company is paying wages and salaries which compare favorably with those of other newspapers in the South and Southwest."

MR. DIELMANN: I might make this statement, that our position is, of course, as negotiators. We are not in the position of arbitrators, and anything that we would discuss, of course, be subject to reporting back to the members of the Guild. So that our position here is that of negotiators with the Express Publishing Company.

MR. HUNTRESS: While we see no reason to change our just and impartial policy in the news and editorial departments of our newspapers which has been maintained up to the present time, every consideration will be given to the Guild members and any other employee in those departments of our newspapers.

MR. BERKOWITZ: Of course, in this contract are listed some of the things which, as I understand, the members of the Guild consider some of the evils of their particular profession at the moment, and we would like to have those brought to your attention in order to see whether or not you could be persuaded by them to correct some of the things which they consider at the moment exist to their disfavor.

MR. HUNTRESS: We will give it consideration and notify you.

MR. DIELMANN: Do you suggest that we leave the contract with you and you discuss it and notify us when we should return to discuss it with you further?

MR. HUNTRESS: Yes.

MR. BERKOWITZ: Would you care to make any particular date for the future, Mr. Huntress?

MR. HUNTRESS: No, I would not.

MR. DIELMANN: Mr. Berkowitz made that request for this reason, that he may have to go to New York in the near future, and if it were possible he would like to get an approximate date when you would be ready for us to come back and talk to you.

MR. HUNTRESS: Well, I am leaving the city myself and I don't know when I will return.

MR. DIELMANN: Couldn't you give us an approximate date?

MR. BERKOWITZ: You would not care to discuss it before you leave the city, Mr. Huntress?

MR. HUNTRESS: I think I already stated to you all that I would give it consideration.

MR. BERKOWITZ: Of course, there is nothing more that we negotiators can do except to present the case and have you consider its merits, and consider also the time factor. Unless we can arrive at a definite understanding as regards the whole proposition at an early date, the time factor would necessarily delay the whole thing for you and keep it hanging over your head, and probably worry you to some degree, and we of course are devoting our time to it and would like to get an expression from you before you leave the city, if we could.

MR. RAGSDALE: Might I say that so far as I know, and I know most of the people who are members of the Guild, there is no idea on the part of any of them to, as the

saying is, put the bee on the Express. Their situation is much the same as the situation of all newspaper editorial departments in that traditionally employment in an editorial department has been hazardous. A man hardly ever knew whether he was going to be fired tomorrow or not. That not only applies to us but it is everywhere in the newspaper business.

The Guild has its major objective to make some permanence to employment, without any idea of keeping a man in a job when he is incompetent. I do not think there is anyone in the Guild who has any desire to do that, but they would like to make it a profession and not something that you just have to work at until you get thrown out of it and have to try to get something else. They want to make it a permanent profession. That is the main idea that is behind this contract.

Of course, we have our ideas about what wages should be. As far as I am personally concerned, I have no hope of getting them up to where I think they should be, for some time to come. It took the printers a great many years to get theirs up to where they thought they ought to be, and it will take us some time. We hope we do not have to work as long as the printers did, but we do have to make a start and we want to make the start just as high as we can without being a burden to anybody. We feel that the things in this contract are fair and we want to work just as hard as we can to get them. And we would like to do it in all good spirit, in a spirit of give and take, and not by putting a burden on anybody. We would like to sit down around a table and discuss these things and see why they are necessary and why we want them, and why we think we ought to have them. That is one of the reasons why I would like to see us sit down and take this thing up clause by clause and see what it means to us, as well as what it means to you.

MR. DIELMANN: Mr. Huntress, you do not feel at this time that we could get together before you leave town?

MR. HUNTRESS: I don't see how we could. You may think I have nothing to do but just to sit around here and listen to you.

MR. DIELMANN: We know you are a very busy man. It is just a question of conflicting dates. If you should leave town soon and Mr. Barkowitz would be gone, of course it would delay this thing considerably. That is the only purpose I had in asking you if you could not fix a date. We know that you are very busy, and naturally we would like to accommodate ourselves to you as much as possible.

MR. BARKOWITZ: After all, we are representing someone who is asking for something, and naturally their time can be suited to your convenience.

MR. DIELMANN: You do not feel that you could indicate any time now?

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MR. HUNTRESS: As stated before, I cannot. I don't know when I will get back, and that is a matter to be decided later.

MR. DIELMANN: Then you would prefer we leave the contract with you, and as soon as you can you will notify us to come back and discuss the matter with you? Am I correct in that assumption.

MR. HUNTRESS: That is right.

MR. RAGSDALE: Wouldn't it be possible for you to designate someone to speak for you?

MR. HUNTRESS: I think we have made it very clear to you, haven't we, that we would give this matter consideration and that we would notify you just as soon as possible? And that is what we will do.

MR. RAGSDALE: That is so indefinite.

MR. DIELMANN: It seems that is about all we can hope to do then.

MR. BERKOWITZ: The only thing we can do is to present it to Mr. Huntress and await his convenience. And we can report back to the Guild, or the observers who are present can report it, and we can in turn report officially.

MR. DIELMANN: That is all we have to say. Thank you very much for your time.

* * * *

The hearing thereupon adjourned sine die.

22 I, T. H. Burger, Court Reporter, hereby certify that I was employed to, and did, take down in shorthand the proceedings had at the meeting between officials of the Express Publishing Company and the negotiators for the San Antonio Newspaper Guild, held in the Express Publishing Company Building, at five o'clock p. m., on the 14th day of May, A. D., 1938; and I further certify that the foregoing 8 pages contain a full, true and correct transcript of all proceedings had at said meeting.

Witness my hand this 15th day of March, A. D., 1938.

T. H. Burger
Court Reporter.

23 EXHIBIT G

March 25, 1938.

Mr. Cliff Potter, Secretary
San Antonio Newspaper Guild,
San Antonio, Texas.

Dear Mr. Potter:

This is to advise you that we will be ready to meet with your representatives Wednesday, March 30th, at 4:30

p. m., in the directors' room on the seventh floor of the Express Publishing Company Building.

Very truly yours,
EXPRESS PUBLISHING COMPANY

Signed Thornton Hall
Assistant to the President.

Thornton Hall/s

24 EXHIBIT H

MINUTES

OF

Conference Between Publishers of San Antonio Express and Rep esentatives of the San Antonio Newspaper Guild on the subject of contract.

Held in Directors' Room of the San Antonio Express Publishing Company at 5:00 o'clock P. M.,

WEDNESDAY, MARCH 30th, 1938.

There were present:

Mr. Frank G. Huntress, President of Express Publishing Company.

Mr. A. W. Grant of the Editorial Department.

Mr. M. M. Harris of the Editorial Department.

Mr. Thornton Hall of the Editorial Department.

Mr. A. W. Walliser of the Editorial Department.

Mr. Frank Huntress, Jr.

Mr. Leroy Denman, attorney for the Express Publishing Company.

Mr. Sidney Berkowitz, negotiator for the San Antonio Newspaper Guild.

Mr. Frank Ragsdale, negotiator for the San Antonio Newspaper Guild.

Mr. Henry B. Dielmann, negotiator for the San Antonio Newspaper Guild.

Mr. Stanley Ryan (present for a while).

25 Mr. T. H. Higgins.

Mrs. Alice Bonnett.

Mr. K. P. Miller.

Henry L. Gazley, shorthand reporter.

MR. HUNTRESS, Sr: Is it all right for Mr. Gazley to represent Mr. Burger?

MR. DIELMANN: Yes, certainly.

MR. HUNTRESS, Sr: Mr. Burger is out of the City today.

MR. HUNTRESS, Sr., thereupon read the following objection of the Publishers to the contract submitted by the San Antonio Newspaper Guild, on March 14th, 1938:

"We have thoroughly considered the provisions of the contract submitted to us by the negotiators in behalf of

San Antonio Newspaper Guild on March 14, 1938. We find the terms of this proposed contract unreasonable and unacceptable.

The proposed requirement that the Publisher set up and maintain a 'Guild Shop', with employment conditioned upon the applicant's Guild membership, is contrary to the letter and intent of the National Labor Relations Act. That statute provides that an employee is not required to join a labor union, or to pay dues or assessments, to any organizations, unless he chooses to do so of his own free will. Existing independent employment relations may be
26 continued by the individual employee, or by employees as a group.

The proposed contract calls for unreasonable restrictions upon the Publisher's rights of both employment and discharge in the conduct of the news department. It also would undertake to tie the Publisher's hands as regards salary-scales in relation to the condition and conduct of the business. Furthermore, in several instances it would require pay for employees, without working.

The proposed requirement of written notice stating cause of an employee's dismissal from the Publisher's employ is contrary to the rights accorded by the Texas Constitution, as decided by the Supreme Court of this State. The proposed provisions as to sick leave and pay therewith are unreasonable on several grounds, and particularly in consideration of the fact that Texas law requires an employer to carry employee-compensation insurance, and that Federal law requires the employer to pay social security tax, so that he cannot afford to bear this obligation personally.

The proposed restrictions upon the nature and character of services to be rendered by photographers and reporters are unreasonable and unwarranted.

The proposed restriction upon the source and authorship of news and feature matter for these newspapers is utterly unreasonably and impracticable upon its face. Certainly no publisher should consent to any such censorship from any source.

The classifications proposed for employees in the application of the contract are unreasonable, unwarranted and unacceptable to the company.

MR. BERKOWITZ: May I read the original of that, Mr. Huntress?

MR. HUNTRESS, Sr: That is the original.

MR. BERKOWITZ: I say, may I read it right now?

MR. HUNTRESS, Sr: Yes.

MR. BERKOWITZ: (After reading the document). In regard to the first part of the statement (reading): "That statute provides that an employee is not required to join a labor union, or to pay dues or assessments, to any organizations, unless he chooses to do so of his own free will. Existing independent employment relations may be continued by the individual employee, or by employees as a group."

It was my understanding as negotiator for the Express Publishing Company's employees that the majority of the employees are members of the Newspaper Guild, and have so appointed the negotiators to act as their bargaining agent in the matter. Would that particular status of each employee prejudice their right to bargain with you as a group?

Mr. Huntress made reply to this question and afterwards asked that it be stricken out, which was agreed to by Mr. Berkowitz.

MR. BERKOWITZ (Continuing): Looking at it from the angle that the employees have presented certain things which they have asked you to pass upon, and which you have made a statement regarding, these employees see now and it is clear we have combined for the purpose of presenting their claims to you. Do you still think that on some basis you would refuse to treat with them as a group; or do you object to the present contract and would prefer to have such things further explained or argued upon and negotiated about; or would you rather have them submit something in accordance with the exceptions that you take here?

MR. HUNTRESS, Sr: I think we stated our position clearly there. But if the Guild desires to present another proposition, of course, we will consider it.

MR. RAGSDALE: Isn't it true that under your present contract with the Typographical Union you make some restrictions?

MR. HUNTRESS, Sr: We do not.

MR. RAGSDALE: In case you cannot employ a Union printer and you find one who is not a Union printer, then you have to pay Union wages before they will work for you; in other words, you do not object to following one procedure in the composing room and typographical room and press room, but are not willing to follow it in the editorial room.

MR. HUNTRESS, Sr: As a matter of fact, we don't intend to have the Guild or any Union tell us how to run our Editorial Department. We have the right to run our business the way we think is best so that we can make it possible for the stockholders to receive something.

MR. RAGSDALE: This is a wide open argument; regardless of the employees, Gentlemen—but I won't ask it.

But this Guild Shop clause has never been designed, so far as I know, for the Guild to bring any real restriction on the Publisher; it is designed largely for the protection of the Union, and I mean under no interpretation of that clause would it be in the position of saying who should be hired. The clause is merely to protect the Union as it is set up and as the Publisher has the contract with it, and to keep harmonious relations; where some members of the staff are in and some out there is always friction, and it seems to me that provision under the Guild Shop clause—it is not a closed shop clause by any stretch of the imagination—would be to definitely benefit the Publishers as well as the employees.

MR. HUNTRESS, Sr: For many years the Company's policy has been to carry all of its employees on the pay roll along with the work that they may do or that is assigned to them. Several of them have been with this company for many years. I think that answers your question.

MR. DIELMANN: I believe you have mentioned one matter there that I think Mr. Berkowitz didn't quite understand—at least, from the way I heard him express himself. You say, as I understood you, if you did not recognize—or, rather, if you did recognize the item they have in the contract as it stands now, you would be bound to discharge any employee who is not a member of the Guild. Of course, the Guild could not prescribe and under present conditions insist on discharging an employee in the Editorial Department who is not a member of the Guild. They are all, of course, going under the assumption, in their relations with you under the contract that they would be willing to have all employees belong to the Guild, that you would give them an opportunity of supplying you with employees in the Editorial Department who would be willing to be members of the Guild; and if that were the case, why, of course, the thirty-day clause would apply to everybody employed in the Editorial Department, as contemplated under this contract; in other words, they are assuming their relations with you would be on the

basis that all employees would be under the Guild because all employees would be members. In other words, they would not want to dictate to you as to the matter of an employee who was not a member of the Editorial Department at all, whether you should keep him on or not.

MR. HUNTRESS, Sr: I believe the managing editors of the two newspapers are qualified to employ the men whom they desire to work for our two publications.

MR. DIELMANN: I think the contract recognizes that. In other words, they don't want to dictate to you whom you should employ, except they would expect that member to become a member of the Guild, so all employees of the Editorial Department would be members of the Guild.

MR. HUNTRESS, Sr: Have you read the contract, Mr. Dielmann?

MR. DIELMANN: Yes, sir. I understand they are not attempting to dictate to you whom you should employ, but they do expect that every member of the Editorial Department shall be a member of the Guild, and that they have the right to suggest to you members to fill any vacancies.

MR. BERKOWITZ: Of course, that thing applies in the Typographical Union, I believe. Doesn't it, Mr. Huntress?

MR. HUNTRESS, Sr: Now, we are dealing with the Guild, Mr. Berkowitz.

MR. BERKOWITZ: Well, I mean that purely to clarify the question in mind.

MR. DIELMANN: Am I right in my interpre-
31 tation that under the contract of the Guild now, Mr. Huntress, you or the managers of the Editorial Department have the right to select their employees except they are expected to join the Guild?

MR. RAGSDALE: That clause requiring they are expected to join the Guild within thirty days and remain members in good standing.

MR. DIELMANN: Yes, but it does not dictate whom or how they shall be employed, except that they become members of the Guild and remain in good standing,—is that correct?

MR. RAGSDALE: Yes, sir.

MR. DIELMANN: That is my interpretation. In other words, they don't dictate to you whom you shall employ and whom you shall not employ; the only thing they ask is, when you do employ somebody that they become members of the Guild and remain in good standing. See? They wouldn't dictate to you whom you shall exactly employ.

MR. HUNTRESS, Sr: Do you desire to violate the National Labor Act?

MR. DIELMANN: Mr. Huntress, I believe you have a misconception of my position there about the Act, in this respect: There is nothing in the Act that prevents an employee from making a contract of this kind with his employer; but the Act merely says if you don't make a contract of this kind, why, of course, the Guild could not demand that you fire a person who is not a member of the Guild, for instance.

MR. HUNTRESS, Sr: We can fire any member of the Guild any time if he doesn't give the services required of him.

32 MR. DIELMANN: That is right.

MR. HUNTRESS, Sr: Of course, we don't expect to fire any Guild member because they belong to the Guild.

MR. DIELMANN: I understand. I mean the right of the employee to remain outside of the Guild is, of course, one guaranteed him by law, he doesn't have to join. But this contract is based on the assumption that all of your employees would be members of the Guild, consequently there would not be any members in the Editorial Department who would not be members of the Guild, so any controversy about any man on the outside would not arise, unless there were some members who would not become members of the Guild.

MR. RAGSDALE: I cant' see why the question should come up as a violation of the law. If that would be a violation of law, it is already violated in the requirement of the other departments.

MR. DIELMANN: Of course, this whole relationship as proposed in this contract is based on a contract between you and the Guild, it is not a matter of violating the law. We are not trying to compel somebody who doesn't want to have anything to do with your Editorial Department from doing as he wants to do or prevent him from insisting on his rights, that is it. As I understand it, and if I am correctly informed, practically all of the members of the Editorial Departments are members of the Guild, that is the information I have—I don't know how correct that is, but I assume it is correct.

MR. HUNTRESS, Sr: Well, I don't know.

MR. DIELMANN: I believe the underlying idea of the first paragraph in the contract is that if all the
33 members of your Editorial Department were members of the Guild, it would be just making a bargain with the members of the group and with the group, and maybe a few who do not belong to the group.

MR. HARRIS: As I interpret that section, Mr. Dielmann, that section is mandatory—"shall." I mean it is a

contract wherein the Guild feels that all employees be members of the Guild, within these classifications, of course, but leaves the managing editors at liberty to select their own employees.

MR. HALL: What would happen if a man did not want to join the Guild?

MR. DIELMANN: What do you mean now—one of your own employees?

MR. HALL: Yes. We would be forced to discharge him, wouldn't we?

MR. DIELMANN: Yes, under the present wording of the contract.

MR. HALL: Well, now, isnt' that a violation of the Wagner Act.

MR. DIELMANN: No. You don't have to keep a man if you don't want to.

MR. HALL: It doesn't say that, though. That Act guarantees him the right to join or not to join as he sees fit.

MR. HARRIS: There is one question I would like to put, or, rather, possible information I would like to have for the purpose of clarity; it comes to my mind by something Mr. Dielmann said and something Mr. Berkowitz said—in reference to the publisher's willingness to negotiate with the Guild. The questions were involved and I don't think Mr. Huntress understood them. I can't believe Mr. Berkowitz intends to employ unwillingness to negotiate since we are here negotiating.

34 MR. BERKOWITZ: I would like to have the reporter read it.

(The reporter read as follows):

"MR. BERKOWITZ: *** It was my understanding as negotiator for the Express Publishing Company's employees that the majority of the employees are members of the Newspaper Guild, and have so appointed the negotiators to act as their marketing agent in the matter."

MR. BERKOWITZ: In regard to the first paragraph, in which he took exception, such exception was taken with the purpose of determining as to whether or not Mr. Huntress would treat with the Guild as a group; but the construction of such question was not intended in the manner in which it reads in the first paragraph.

MR. DENMAN: We will just state with reference to any question, as to whether the Company would negotiate with the Guild as a group, that it is willing to do so and is doing so.

MR. BERKOWITZ: It has provided for this, it is willing to negotiate.

MR. DIELMANN: Mr. Huntress, may I make this observation? Let me assume that all managers of the Editorial Department are either members of the Guild or willing to become members of the Guild. If they, as a group, representing all of your employees, would ask that you make a contract with them as a Guild, to represent the members of the Editorial Department, would you be willing under those circumstances to make a contract which would include or call for membership, including any future employees in the Editorial Department? In other words, it would not affect anybody who is employed now, it would only affect those who are employed in the future.

35 MR. HUNTRESS, Sr: Of course, I don't know what kind of contract the Guild is going to submit.

MR. DIELMANN: I am speaking of this one contract.

MR. HUNTRESS, Sr: I think Mr. Berkowitz stated they were willing to submit another proposal.

MR. BERKOWITZ: No, that was a question, Mr. Huntress, but I don't think it was answered.

MR. HUNTRESS, Sr: I answered that.

MR. BERKOWITZ: I might be mistaken on that, I think we went over on another matter.

MR. DIELMANN: My question had reference to the first paragraph in your statement, in which you say it would not be fair or equitable when an employee was not a member of the Guild, the Guild would insist on the right of keeping him on. The question I asked was if all the members of the Editorial Department were willing to join the Guild and negotiated with you as a group, representing everybody in the Editorial Department, are you willing, or have you any objections, to a paragraph in there which would require that any future employees in the Editorial Department should become members of the Guild?

MR. HUNTRESS, Sr.: I think, as I said before, I have made it plain that the contract submitted was unreasonable, unwarranted and unacceptable to us. Isn't it clear enough?

MR. DIELMANN: Yes. I am only referring to the paragraph in which you take the position that some members of your Editorial Department may not be members of the Guild and could not be made to join the Guild.

36 MR. HUNTRESS, Sr: That is entirely a matter of another proposition, if you are going to make another proposition to submit.

MR. DIELMANN: Well, let's agree on what provisions, and have it understood that all members of your Editorial Department, assuming that all employees are now members of the Guild or would be willing to be members of the Guild, and that under the contract any future employees of the Editorial Department would be required to become members of the Guild and remain members in good standing.

MR. HUNTRESS, Sr: I don't believe we are getting anywhere, and I don't think we will get anywhere unless some other proposition is submitted.

MR. RAGSDALE: Mr. Huntress, we have only taken up this first clause and apparently are not getting anywhere on that. The Guild has submitted a proposition which it feels is a fair contract. As I stated at the last conference, the Guild is not trying to put anybody on the spot, but is perfectly willing to listen to reason. Would you be willing to submit a counter proposition?

MR. HUNTRESS, Sr: I think it is up to you all to submit a contract, if you so desire.

MR. RAGSDALE: Well, we have submitted a contract.

MR. HUNTRESS, Sr: Well, we have given you all our reasons, why it is unreasonable, and our reasons why it is not acceptable to us.

MR. RAGSDALE: In other words, we have to go out and get up a new contract that has got nothing like any of these clauses, and submit another contract.

37 MR. HUNTRESS, Sr: That is up to you all.

MR. RAGSDALE: The only thing I can get out of that, then, is that you are not willing to sign a contract.

MR. HUNTRESS, Sr: I didn't say that, did I?

MR. RAGSDALE: No, you didn't say it.

MR. DIELMANN: Let me ask this, Mr. Huntress, I think it will get down to some of the details of the contract: Would it be possible for us to discuss with you these various provisions, or with anyone you may designate, on a tentative proposition, with the various suggestions you have made, and on a tentative contract, and see if we could arrive at a contract? This way—I don't think you intend it that way—but your exceptions are so stated that we must assume the entire contract is not acceptable; and we haven't any way of finding out what paragraphs are acceptable or what changes would make them acceptable; in other words, the three of us are not in a position where we can do any negotiating so far as the actual terms of a contract are concerned; in other words, as an individual, if you have the time, I suggest to try out this contract and that contract, and just try to find out if you are in a position to accept a contract—a contract that would be acceptable to you.

MR. HUNTRESS, Sr: Well, I haven't anything further to say.

MR. HARRIS: (To the Reporter): Read the first paragraph of the objections.

The reporter read the first paragraph of the objections to the contract, submitted by Mr. Huntress.

38 MR. DIELMANN: In other words, my purpose is, can we find out by discussion what would be suitable to you and the Guild? In other words, we haven't anything to go by as negotiators. You say the contract is unacceptable, and we don't know on what basis we should submit a new one if this one is not acceptable.

MR. HUNTRESS, Sr: I think we give you a complete basis on the matter of any contract that you may submit. The only thing I can tell you is that I will give it due consideration.

MR. RAGSDALE: Then, you just state, Mr. Huntress, that is your answer to any contract that we submit?

MR. BERKOWITZ: No, no, I don't think he meant that.

MR. DIELMANN: No. As I understand your position, Mr. Huntress, it is this: You want us to come back and present a different contract to you. If you find that is the basis for discussion, you may discuss it; and if you tell us that that is unacceptable, then we will go out and come back with a third one.

MR. HUNTRESS, Sr: That is a matter entirely with you all. Mr. Berkowitz stated they may submit another contract, to which I say we will look it over and give it consideration. I don't see how we can get anywhere with this quibbling.

MR. BERKOWITZ: No, I am sure I don't want to quibble, and I don't think any of the employees who represent the employees of the Express are desirous of quibbling. Our function as negotiators is to help both sides and act for both sides as far as possible.

MR. HARRIS: Mr. Huntress, would you suggest the question as to whom they represent?

39

MR. BERKOWITZ: There was a letter mailed to Mr. Huntress notifying him of the appointment of us three from the Guild.

MR. HARRIS: How numerous was that signed? Have you the record, Mr. Hall?

MR. HALL: Yes, sir.

MR. HARRIS: I would like to see it.

(Mr. Hall handed Mr. Harris a paper).

MR. HARRIS: This is a letter signed by Mr. Potter.

MR. BERKOWITZ: Secretary of the Guild, dated the 7th of March.

MR. HARRIS: Where is the original letter?

MR. DIELMANN: I didn't quite catch your point.

MR. HARRIS: Mr. Berkowitz stated that you gentlemen represented the majority of the Editorial Department of the Express Publishing Company. I think the iteration or reiteration of that fact would at least justify some evidence—documentary evidence of that to go in the record.

MR. DIELMANN: You are correct on that. It didn't strike me as important—I had understood this to be a question of whether or not the Guild had notified Mr. Huntress that it represented a majority of the employees, and that the letter to the Express Publishing Company so stated. Am I right, Mr. Hall?

MR. HALL: Yes.

MR. DIELMANN: That is the presumption we went on, that the communication to the Express Publishing Company stated that the Guild represented a majority
40 of the employees. Now, we have this additional letter, which you may read, and then we will embody it in the record. (Handing paper to Mr. Harris).

MR. HARRIS: This is a sworn certification.

MR. HALL: You simply say thirty-one of the editorial employees.

MR. DIELMANN: I was under the impression that that stated a majority; I had personally made that inquiry, and I was sure that it did.

MR. HARRIS: This letter is addressed to you gentlemen, and not to the Company.

MR. DIELMANN: Does that satisfy your inquiry, Mr. Harris?

MR. HARRIS: Yes, sir.

The LETTER above offered by Mr. Dielmann is in words and figures as follows ,to-wit:

SAN ANTONIO NEWSPAPER GUILD

A Local of the American Newspaper Guild.

Post Office Box 871

San Antonio, Texas
March 14, 1938.

Mr. Henry B. Dielmann,
Mr. Sidney Berkowitz,
Mr. Frank G. Ragsdale,
Negotiators for the San Antonio, Newspaper Guild,
San Antonio, Texas.

Gentlemen:

This is to certify that thirty-one (31) employees of the San Antonio Express and San Antonio Evening News editorial departments are members of the San Antonio Chap-

ter of the American Newspaper Guild, and have
41 designated the Guild as their collective bargaining agent.

This number constitutes a majority of the employees of these two departments, according to my information.

This data is taken from official records of the San Antonio Newspaper Guild, which records are in my custody by virtue of the fact I am secretary-treasurer of the San Antonio Newspaper Guild.

(Signed) Cliff Potter

(SEAL) Signed and sworn to before me, a notary public in and for Bexar County, Texas, this 14 day of March, A. D. 1938.

(Signed) C. A. Goford,
Notary Public, Bexar Co. Texas

MR. BERKOWITZ: I evidently made a mistake—I do not mean it was a question of falsehood, but it was simply working under an illusion or allusion to a particular paragraph as I remembered seeing it.

MR. DIELMANN: I do not know off-hand the total number of employees in the Editorial Department; but that figure would represent more than a majority, wouldn't it?

MR. HALL: I don't think so—I don't know. I can check it.

MR BERKOWITZ: I would like to check it.

MR. DIELMANN: Of course, we would like to know whom we represent, so if you will be kind enough to check it,—we don't want to assume to act for the majority if we do not—we would appreciate it very much if you would do that, Mr. Hall, for our behalf as well as for your own.

MR. BERKOWITZ: It has reference to the employees since the Association started.

MR. DIELMANN: Yes, I suppose so.

MR. DENMAN: It would be immaterial whether you represented the majority or not.

MR. DIELMANN: Yes, I am sure you are correct about that, Mr. Denman.

MR. DENMAN: This Company has always negotiated with any number of its employees, down to even one, so it would not refuse to negotiate just on the ground that it was not a majority.

MR. DIELMANN: Of course, you understand our function, Mr. Denman. We are supposed to be representing the majority of all the employees in the Editorial Department, as required by the National Labor Relations Act, they are expected to bargain for the rest of them. Am I correct?

MR. RAGSDALE: Yes, sir.

MR. DIELMANN: In other words, we do not want to be understood as being here negotiating for a smaller group than that required by the National Labor Relations Act. If that be true in this case, then from our standpoint we will have to start negotiations all over and find out where we stand. Is that right?

MR. RAGSDALE: Go home.

MR. DIELMANN: I would not feel justified in taking up Mr. Huntress' time unless we are qualified to do so.

42 MR. BERKOWITZ: Can you check that and let us know, Mr. Hall? That is a point that to us is well taken.

MR. HALL: It is very easy to check it. We will check it for your information.

MR. BERKOWITZ: Yes.

MR. DIELMANN: Let me see if I understand the present status of the whole matter. Mr. Huntress has voiced his objections to the contract that we have presented here on behalf of the Guild. He says that we are at liberty to present a new contract if we care to do so.

MR. HUNTRESS, SR: Now, please correct that: If you all are willing to present another contract, that we are willing to give it consideration. We are not asking you to submit a new contract.

MR. DIELMANN: I am sure you misunderstood—

MR. HUNTRESS, SR: No, the statement you are just making, you know.

MR. DIELMANN: That statement I made was that we are at liberty to present a new contract.

MR. HUNTRESS, SR: Yes; that is right.

MR. DIELMANN: That is what I said. And until that is done, we are not in a position to negotiate in regard to the provisions of the contract which we have already presented. Is that correct?

MR. DENMAN: Mr. Dielmann has cross examined Mr. Huntress about whether they should present a new contract, and then undertook to summarize all he said in a conclusion, and asked if that is what he said. I do not think that is proper procedure.

44 MR. DIELMANN: I don't think your interpretation is correct, Mr. Denman. I am merely trying to arrive at where we stand now, so still my question to Mr. Huntress is the question of whether or not anybody on behalf of the Express Publishing Company would have authority to make the negotiations—that is, regarding the individual provisions of this contract—so that we could present a new contract if we wanted to; which I interpret as meaning that we are not given an opportunity to discuss the individual separate provisions of the contract which we have already presented?

MR. HUNTRESS, SR: No, that is not correct, for the reason that we have answered in general, the provisions of that contract.

MR. DIELMANN: Yes, that is correct. In other words, you are not at this time willing to discuss the provisions of this contract which we have presented, in detail?

MR. RAGSDALE: Well, Mr. Huntress has discussed it in his objections to the contract with the Guild. So far we haven't had an opportunity to answer those objections in detail, clause by clause, as he has contended; in other words, so far we have not engaged or negotiated on this contract as it is presented. We have merely heard Mr. Huntress' objections to it.

MR. HUNTRESS, SR: You have that right, to prepare a statement of the facts and present it the next time we meet.

MR. BERKOWITZ: At the next meeting, Mr. Huntress, would you care to state?

45 MR. HUNTRESS, SR.: Mr. Berkowitz, let me make a correction,—(to the reporter) that is, you can just take it down and cut it out, I just want to give the information to correct his remarks in his first statement at this meeting, I made reply to that, which I desire to withdraw.

(The reporter read the reply of Mr. Huntress to Mr. Berkowitz first remarks at this meeting, as follows:)

"MR. HUNTRESS, SR: Certainly, the Guild wouldn't want us to, or that means to discharge any member who is not a Guild member within the thirty days, which is in violation of the law there, as we say in that statement."

MR. HUNTRESS, SR.: That is the one I wanted stricken out. That is satisfactory to you, isn't it?

MR. BERKOWITZ: I couldn't see any objection to striking it out. As I see it, Mr. Dielmann and Mr. Ragsdale, the only thing that we can do is to present it back to the Guild and have them look it over and thoroughly undertake to note the exceptions that Mr. Huntress has taken to their contract ,and see what they wish to do.

MR. RAGSDALE: In other words, we will carry on these negotiations in writing, as I get it—that, as I understand it from what has been said, Mr. Huntress has made a statement in writing, and it is now up to us to make a statement in writing in reply.

MR. DENMAN: It seems to me that this afternoon's proceedings would indicate that is not correct, because there has been nothing stated by Mr. Huntress to that effect. Mr. Dielmann is here, as a lawyer, he had a
46 written contract which he submitted here and he asked whether certain things would be considered. No one would ever attempt to pass on a lot of oral words as the body of a contract, and there is nothing un-

reasonable in asking that if contract is not to be the basis, if you want to submit another written contract to comply with the objections that have been made.

MR. RAGSDALE: The objections there are so sweeping you could not write a contract that wouldn't violate them. As has been stated here, we haven't gone over any of the rest of the contract. Mr. Huntress has said we can submit out answers to it at the next meeting in writing; I believe that the transcript will bear that out.

MR. DENMAN: I don't think that anyone said you had to negotiate in writing. He did suggest that if you had a contract to submit, it should be in writing. I don't think you can expect to have an oral contract,—in other words, the contract should be in writing, but there is no requirement that the negotiations should be in writing.

MR. RAGSDALE: The point I have been trying to make is we have submitted a contract, and the only thing that has been submitted in reply is a sweeping statement that every clause in it is unconditionally, totally objectionable, and on that basis, it has died; and there is left the idea that we can submit another contract. What that contract may say I am at a loss to know; and until we find out what the attitude specifically is and have a meeting of minds on the different clauses of this contract, no contract could ever be arrived at.

47 MR. HARRIS: May I ask you gentlemen, and the attorney a question, and, knowing you as well as I do, expect a frank answer? That is, did you seriously expect that the contract you submitted would be not merely acceptable, per se—not merely accepted as a contract, but even as the basis of negotiation?

MR. DIELMANN: Mr. Harris, I think it was stated at the last meeting that the contract that was presented was a contract which was considered by the Guild as a model

contract, that it was recognized—for instance, the scale provided in there was one that should prevail under ideal conditions, and I think Mr. Ragsdale personally made the statement that we know at the present time such a scale would be out of question. At the same time, the Guild is probably taking the correct position, when they present a contract which it considers fair and an ideal contract, with the hope and understanding, of course, that its provisions will be the basis of negotiations, that by discussing the matter back and forth, we, as negotiators, will be able to arrive at a reasonable contract, as being reasonable, fair and acceptable to both sides. Now, as negotiators, we have nothing to negotiate if the contract we present is not considered as a basis of negotiating, regardless of what may happen to it during the negotiations; for instance, Mr. Huntress' objections that there is a provision—

MR. HUNTRESS, SR.: (Interrupting) You want to bring my name in as though the things I have been saying simply have not been proper.

48 MR. DIELMANN: I am simply referring to this statement, Mr. Huntress.

MR. HUNTRESS, SR.: All right.

MR. DIELMANN: If I misquote you, I want you to correct me. The word "unreasonable" is used in a number of places. We cannot possibly find out what would be reasonable, unless we negotiated; and it is rather difficult for us negotiators to be asked to come back with a new contract if nothing is going to be negotiated by it; In other words, we might continue the presentation of new contracts indefinitely, and never negotiate, but simply arrive at the conclusion that every one of them presented was not acceptable. That would be the sum total of our efforts. We feel that we could get somewhere, if we could actually discuss the reasonableness or unreason-

ableness of any of these provisions, and in that light, of course, that when the contract was presented that it would be considered—not that we are presenting this contract with the hope of jamming it down your throat, so to speak, or to impose it on you or anything of that sort. Our function is purely to negotiate, and we are not trying to tell you what kind of contract you should accept or not accept; and unless we negotiate, we are useless as negotiators, and I think your question as to the acceptability of a contract quoted orally is a perfectly good one, but to my way of thinking, the best way to find out whether it is acceptable or not acceptable is to discuss it and tear it to pieces, if you please, make the Guild bring you what might be reasonable under the circum-
49 stances. That is my position. I don't know how you two gentlemen feel about it.

MR. BERKOWITZ: I think you have expressed it adequately.

MR. RAGSDALE: I think so.

MR. BERKOWITZ: This checkmates all the efforts for negotiating this particular contract by virtue of the objections that have been taken, without a chance of discussing the provisions as noted in the contract; so we have no instrument on which to work.

MR. DIELMANN: Well, I think the biggest difficulty we are in is this, we have objections to the contract that has been presented, and, perhaps, silence on some of the provisions in that contract; we don't know if there is anything in the contract at all that is acceptable, or whether it is all unreasonable, we haven't any way of finding out unless we negotiate. I think, as a lawyer, Mr. Denman, you will admit that, won't you?

MR. DENMAN: No, Mr. Dielmann. I think your position is one which you might expect a layman to find some

plausibility in, but I am sure, as a lawyer, if I submitted you a contract and you pointed out to me the things in it that you could not agree to, that you considered wholly unreasonable, if I wanted to substitute some other contract as an alternative, you would certainly expect me to submit it in writing, because you know, as a lawyer that I would have to put it in writing and you would go off and sit down and study it before you could come to any conclusion concerning it; for instance, I venture to say if I sat here and recited to you orally a contract which I thought personally would be a reasonable contract, without examining the matter, you would not give me an answer to that oral recital as to whether you considered it reasonable or unreasonable, and whether the Guild would accept it—you wouldn't do it, you wouldn't have the ability, and I wouldn't, no other lawyer would, and certainly these laymen would not; and, therefore, I don't think no negotiation is had—unless people sit upon the witness stand, so to speak, and answer "yes" or "no" as to whether they would accept a certain oral statement as part of a contract, it is not reasonable; and I think this can have but one purpose—without meaning to be impolite—that is, in trying to trap someone into a statement that they won't negotiate. I think your definition of "negotiate" is unreasonably narrow; I do not say this in criticism—we are both lawyers, and it is natural for lawyers to play on words; but I think Mr. Huntress has pointed out here plainly and in writing, so it cannot be misunderstood, what is objectionable in the present contract. Now, as he said, he has not asked you this whole afternoon to pass upon whether you want to submit anything else; but you, as a lawyer, if you want to submit anything else, ought to be able to read what he said and decide whether you can comply with it in some other draft of contract.

MR. DIELMANN: How am I going to show how unreasonable a provision is, if I don't know why it is unreasonable?

MR. DENMAN: Well, for instance, he says in his objections to the contract, it is unreasonable to require or force people to join your Guild. 51
Now, that is plain, I don't think that needs any interpretation. Anyone can read that. He also says in another place it is unreasonable to require him to tie the company's hands with reference to whom it should employ. That is plain. I don't agree with you at all on the interpretations you made orally of this written contract in your opening statement, where you said it didn't affect the publisher's rights to employ and discharge, it says plain language, no employee shall be discharged; and it says in another place no employee shall be chosen except upon nomination of the Guild. It shows how important it is for anything to be in writing, because if we differ on anything that is in writing, it is much more likely we will differ on what we say in oral words.

MR. DIELMANN: I think your statements prove how important it is to discuss this matter by specific paragraphs, one after the other, because we do not seem to agree on what is in the contract. Unless we take the contract and discuss it, I presume there is nothing for us other than to throw it back to the Guild.

MR. BERKOWITZ: Yes, I think so.

MR. DIELMANN: (To Mr. Ragsdale) Is that your opinion, too?

MR. DIELMANN: We will be glad to take the matter up with the Guild, Mr. Huntres, and give them your objections. 52

MR. HUNTRESS, SR: All right.

Thereupon the meeting adjourned at 6:20 o'clock P. M.

53 THE STATE OF TEXAS }
COUNTY OF BEXAR }

I, HENRY L. GAZLEY, Court Reporter, do hereby certify that I reported the conference between the publishers of the San Antonio Express Publishing Company and the representatives of the San Antonio Newspaper Guild, as set out in the caption hereto, on Wednesday, March 30th, 1938; that my shorthand notes of the said meeting were afterwards transcribed into typewriting under my direction and that the foregoing on 28 pages is a full, true and correct copy of the minutes of said meeting.

GIVEN under my hand at San Antonio, Texas, this 2nd day of April, A. D. 1938.

COURT REPORTER.

54 EXHIBIT I

Read at a Meeting With Editorial Department Employees by Hall, Secty of Respondent, on April 4, 1938.

News Staff—3 p. m.

Express staff—4:30 p. m.

"We have called you to this meeting for the purpose of offering you further explanation and interpretation than perhaps you have received to date of a matter which vitally concerns each of you as well as ourselves. We have reference to the National Labor Relations Act, known as the Wagner Act. The first thought we wish to leave with you is this: Under the provisions of the Wagner Act an employee is not required to join a labor union, or to pay dues or assessments to any organization unless he chooses to do so of his own free will. Existing independent em-

ployment relations may be continued by the individual employee, or by employees as a group. In other words, while the Act provides employees with the right to self-organization, to form, join or assist labor organization and further provides employees with the right to bargain collectively through representation of their own choosing, the Act does not require nor force an employee to join any labor organization. The employee has the right to join or refuse to join any organization and is to be guided only by the dictates of his own free will. Whether the employee joins or refuses to join any organiaztion will have no effect whatever on his employment.

No one can compel you to join any organization and no one can prevent you from joining any organization.

The second thought we wish to leave you is this: An employer may hire or discharge or transfer employees to any task he may see fit, discharge an employee in the interest of efficiency, or even from personal animosity or sheer caprice, but employees cannot be discharged or hired for the purpose of influencing their right under this Act.

55 In other words, membership in any organization does not guarantee an employee that he cannot be discharged. He can be discharged just as readily if he has organization membership as he can if he does not have the membership. The only protection an employee has ever had or ever will have against discharge is to perform his work in a satisfactory manner and to conduct himself in accordance with the general rules and requirements of his employer.

The third thought we would like to leave with you is this: It has always been and always will be a policy of this company to provide as agreeable and comfortable working conditions as possible for our employees. Each of you has been in our employ a number of years and each

of you know that we have always endeavored to make your association with us as pleasant as possible and that we have always been interested in your welfare. As an illustration, each of you know we carried you through the depression rather than throw you out of employment, although our business did not justify us in doing so. Further, you know that we have carried some of you through sickness. Further, each of you know that it is our policy to give each one a vacation with full pay. All of this is done because of our interest in your welfare and to promote pleasant relationship between you and our company. Each of you know we were not forced to do this by any labor organization and no labor organization can force us to do these things.

Summing up, an employee cannot be forced to join a labor organization but it is a matter of exercising his own free will; membership in a labor organization does not guarante an employee employment; and,
membership in a labor organization does not
56 guarantee an employee the interest in his welfare by his employer.

We intend to give every consideration to Guild members and we want it understood that non-Guild members will also receive every consideration.

We hope we have given you some beneficial information and we appreciate your coming here for this meeting."

57 EXHIBIT J

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

April 6 1938

Mr. Thornton Hall,

Assistant to the President,

Express Publishing Company,

San Antonio, Texas.

Dear Mr. Hall:

Members of the Guild, being desirous of bringing about a mutually agreeable conclusion to negotiations with the Express Publishing company, believe that it might be helpful to them to have a copy of the statement of policy read at staff meetings Monday.

They feel that a careful study of that document might enable them to better understand the desires and wishes of the management, and that might result in their being able to suggest certain matters to their negotiators which can be used as a basis of reaching an agreement.

If it is not contrary to policy to ask that a copy of the statement be made available, the Guild would greatly appreciate having a copy sent to its officers.

Respectfully yours,

Cliff Potter, Secretary.

59 EXHIBIT K

April 7, 1938.

Mr. Cliff Potter, Secretary,

San Antonio Newspaper Guild,

San Antonio, Texas.

Dear Mr. Potter:

The statement read at editorial staff meetings last Monday, to which you refer in your letter of April 6th, was addressed to our two newspapers' editorial department employees as a whole, irrespective of Guild membership.

Enclosed is a copy of the statement in accordance with your request.

Very truly yours,

(Signed) Thornton Hall

Assistant to the President.

Thornton Hall/s

Encl.

copies.

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

59 EXHIBIT L

Dear Representative Citizen:

You are well known to San Antonio newspaper people, because you are often in the news—in fact, some times you make news.

For that reason the Newspaper Guild knows that you are the sort who would like to attend the first annual Gridiron Dinner staged in San Antonio.

Look over the enclosed Guild Reporter. It tells a lot about the Guild and the Gridiron Dinner.

Naturally we can't give you a complete synopsis of what is planned in the way of entertainment, but if you have read about the Washington Press Club's Gridiron dinners, you can get a rough idea about it.

The local politicians, and maybe you, will be on the pan, and they can take it, and we are certain you can too.

The tickets are priced mighty high—at $2.50 each, but they are worth it. This entertainment is not for the masses, anyway, it is for those who make the news, by those who write and edit the news—and—IT'S ALL OFF THE RECORD.

Mail your checks for tickets to the San Antonio Newspaper Guild, Post Office Box 871, San Antonio, and get your tickets by return mail. Or if you prefer, phone any reporter in town, employed by the Light, News, or Express, and give him your order.

San Antonio Newspaper Guild

60 SAN ANTONIO GUILD REPORTER

Vol. 1 San Antonio Texas P. O. Box 871 No. 4

April 13, 1938

EVERYTHING ALL SET FOR THE BIG GRIDIRON DINNER

Let's go, gang!

The gala event of the year is going to be held at the Gunter Hotel, Thursday, April 28.

Now that tickets are on sale and everything is well mapped out for the Guild's first annual Gridiron Dinner we've got to do some tall hustling and sell the public on the idea.

We're going to give San Antonio something they've never seen before. It's going to be the tops in entertainment and it's bigtime stuff, stupendous, teeming with laugh-getting episodes that will be talked about for a long time. We're going to dish out more good clean fun in one evening than the country's first-rate entertainers can hand out in weeks.

We'd be spoiling it all if we'd let the public in on what is actually on the bill for the night, but you can rest assured that some of our well-known city brethren are in for a bit of gentle roasting over the coals of well-defined and high-class burlesque. No use in telling who will bear the brunt of the dramatized bits of comedy but scouts from behind the scenes report that public officials, civic leaders and other citizens who break into print frequently are in for a share of gay ribbing. We don't know they're going to take it but we think they will get just as big a kick out of the affair as the John Citizen who sits on the sidelines without being caricatured. It will all be in fun so there won't be any hard feelings.

The scouts also disclose that the skits have been cleverly written by writers who know what the score is and that rehearsals have been going along in swell style. They report that some highly talented actors, both professional and amateur, have been engaged by Jeff "Belasco" Davis, director, and that Kleber Miller has done a mighty fine job of casting. The players fit their parts perfectly and some of them even look like the characters they will portray, the scouts say.

Of course, the spotlight of the evening will be mainly focussed on the comedy sketches, but that's only half the

fun. The evening can't be complete without dining and with the food that has been planned we believe that many vests and girdles will be unloosened during the colossal occasion. There'll be dancing, too! Sweet rhythmic strains of a dog-gone good orchestra will make everybody forget the discomfort of tight-fitting shoes. Of course, if somebody wants to do the Big Apple or the Susy Q, we'll get the band to accommodate them.

61

The newsmen in Washington who inaugurated the Gridiron Dinner idea now hold No. 1 spot in the entertainment world of Guild affairs but we've got an idea that we're either going to displace them or run a mighty close second.

All in all, gang, everybobdy's going to have a grand time and the affair will be well worth the two and one-half frogskins that's required for each one in attendance. Several Guildsmen have already sold plenty of tickets so how about the rest of you getting some results from your salesmanship training? If you haven't already obtained your tickets see Frank Ragsdale. He's got a fistful of 'em.

Let's all get going on this! There isn't an awful lot of time left.

ANOTHER EXPRESS-NEWS CONTRACT CONFAB HITS WALL

After a month of dickering with Publisher Huntress in an attempt to bring about negotiations for a proposed contract of Express-News editorial department workers, unit negotiators are arming with new weapons to induce favorable collective bargaining as guaranteed by the National Labor Relations Act.

Negotiators Sidney Berkowitz, Henry Dielmann and Frank Ragsdale were met with rebuff at a second meeting with officials of the Express Publishing Company held Wednesday, March 30, when Mr. Huntress branded the proposed contract submitted at a previous meeting as unreasonable and unacceptable.

Mr. Huntress refused to give reasons why the contract was unreasonable and unacceptable and also declined to outline what kind of a contract might be agreeable with him. When asked by the negotiators to submit a counter contract, the publisher suggested that another one be drawn up by the unit.

Refusing to discuss the clauses of the contract, Mr. Huntress claimed that the "Guild shop" was contrary to the National Labor Relations Act. It was pointed out, however, by Negotiator Ragsdale that the mechanical unions within the Express Publishing Company plant had such contracts.

Since the first conference with Mr. Huntress on March 14, the publisher has indicated that the present conditions on the two papers are in accord with those of other newspapers in the South and Southwest and that salary scales are also favorable.

The employees of the Express and News are asking mainly for a 40-hour working week with an increased salary scale. Last month, Publisher McIntosh of the Light signed a contract granting similar requests of his editorial department workers and expressed hope that Express-News employees would obtain better working conditions.

62 JOE DYNAN TO OKLAHOMA CITY

With regret the Guild announces that Joe Dynan, president of the local chapter and ace reporter for the Express, will extend his journalistic career on the Daily Oklahoman, morning sheet of Oklahoma City. At the same time we welcome "Swede" Henson, Chicago Herald-Examiner police reporter, into the fraternity. Happy landings, Joe! Hope you like us, Swede!

FRANK RAGSDALE NAMED GUILD PRESIDENT

Following Joe Dynan's resignation as Guild president of the local chapter, Frank Ragsdale of the Light, was elected to that post by acclamation of the members present at the April meeting held Sunday, April 3, in the Gunter Hotel. Ragsdale, former secretary of the chapter, will fill the unexpired term of presidency.

At the meeting an awards committee consisting of Stanley Ryan, Cris Meadows, Jr. and Frank Laro, was appointed. The committee will designate types of awards to be given local newsmen for best stories, pictures and headlines.

Fisherman Cliff Potter, after a heart-rending plea to the sporting blood of Guildsmen, succeeded in having the May chapter meeting postponed until Sunday, May 8. Potter and others are going fishing on the originally scheduled meeting date, May 1. It's the opening of the fishing season.

FIRST GUILD PICNIC PROVES SUCCESS

Chalk up another hit for successful Guild entertainment!

The first Guild picnic held Sunday, March 27, on the premises of J. J. Caperton, custodian of Olmos Park, was one of the most successful events ever sponsored by the local chapter. Indicative of frequent similar outings, the picnic was attended by approximately 50 members and their families who all contended that they had a swell time.

DUES SITUATION IS ACUTE

A report by Cliff Potter, secretary of the Guild, discloses that several members are sadly delinquent in their dues and many are faced with the possibility of losing their membership.

Stressing the importance of maintaining Guild membership in order to keep together the threads which so thoroughly wove together the organization more than a year ago, Potter urges that all members who are in arrears get in touch with him at once.

The Guild has been constructed for an important cause. We cannot let it totter at this time.

Keep your membership! Pay your dues!

63 EXHIBIT M

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

April 13, 1938

Mr. Frank G. Huntress,

Express Publishing Company,

San Antonio, Texas.

Dear Mr. Huntress:

The three negotiators representing the San Antonio Newspaper Guild desire another conference with you as soon as it is convenient.

As secretary, I have been directed to write you requesting that you set a date for said conference.

Very truly yours,

Cliff Potter, Secretary-treasurer.

64 EXHIBIT N

April 16, 1938.

Mr. Cliff Potter, Secretary-Treasurer,

San Antonio Newspaper Guild,

P. O. Box 871,

San Antonio, Texas.

Dear Mr. Potter:

In accordance with your request of April 13th, we would suggest Thursday, April 21st, 4:30 p. m. as a suitable date and hour for the meeting with the negotiators representing San Antonio Newspaper Guild. The meeting can be held in the Directors Room, seventh floor Express Publishing Company building.

Yours truly,

s/ Thornton Hall

Assistant to the President.

65 EXHIBIT O

Stenographic Report of

Meeting Held Between Officials

of the Express Publishing Company and

Negotiators designated by San Antonio Newspaper Guild,

Held in the Express Building at 4:30 o'clock p. m.

on April 21, 1938

PRESENT:

Thornton Hall,
M. M. Harris,
Officials of Express
Publishing Company.

Leroy G. Denman,
Attorney for Express
Publishing Company.

Frank G. Ragsdale,
Henry B. Dielmann,
Negotiators designated by
San Antonio Newspaper Guild.

Mrs. Alice Bonnett,
Ben Baines,
T. D. Higgins,

K. P. Miller,
Stanley Ryan,
Observers from San
Antonio Newspaper Guild.

T. H. Burger,
Court Reporter.

MR. HALL: Gentlemen, Mr. Huntress being out of the city we were glad to meet with you in accordance with your request.

MR. DIELMANN: Are you waiting for anyone else?

MR. HALL: No.

MR. DIELMANN: We have been requested to present to the publisher a statement from the members of the Guild, and I am asked to read it to you and then present it to you. I will ask Mr. Ragsdale to please read it.

MR. HARRIS: Do you want the minutes of the last meeting?

MR. DIELMANN: I don't think so.

MR. HARRIS: I looked at the transcript, and I think the minutes ought to be corrected.

MR. DIELMANN: May I suggest this. I have not seen the transcript, and suppose we postpone any correctness of the minutes of the last meeting, and if there are any corrections to be made we will do that at the next meeting.

MR. HARRIS: That is all right with me.

Mr. Ragsdale thereupon read the following statement:

"San Antonio, Texas,
April 5, 1938.

"The Express Publishing Co.,
San Antonio, Texas.

Gentlemen:

We transmit to you herewith statement of the San Antonio Express and Evening News Unit of the San
67 Antonio Chapter of the American Newspaper Guild in reply to a conference between the publisher of the San Antonio Express and Evening News and negotiators for the aforesaid unit of the Guild on March 30, 1938.

"The Express Publishing Company has rejected a proposed contract submitted by the Express and Evening News Unit of the Guild with the statement that it is unreasonable and unacceptable even as a basis for negotiations.

"Before entering a detailed discussion of this development we wish to emphasize the fact that no part of any contract that may be agreed upon orally during the process of negotiations between the publisher and the Guild is binding upon either party until it has been signed by the proper authorities of both the Express Publishing Company and the Guild.

"We regret that the publisher has seen fit to return the proposed contract. We take the position that the terms and provisions of a proposed contract are immaterial in so far as a basis for negotiations is concerned. We therefore request the publisher to go over the previously proposed contract with our negotiators, item by item, thereby

demonstrating to his employees his sincerity in collective bargaining.

"Thus the Guild is re-submitting the same contract with the request that the publisher enter into negotiations with the Guild, through its negotiators, and that negotiations be continued in a friendly spirit until the contract is thoroughly discussed, with the end in view that a contract mutually acceptable to the publisher and to the Guild will ultimately result.

68 "We feel that the publisher has been erroneously advised regarding the Guild, its aims and purposes, and that a few words in explanation of the local Guild's policy will result in a more receptive attitude on his part toward any Guild proposal.

"In the first place, the Guild does not feel that it is proposing a contract in which it takes all and gives nothing. The principal provisions of the proposed contract, if agreed upon, would result in a higher standard of living and a modicum of security for Guild members. Regardless of what industry it may be, any working agreement that provides a respectable standard of living and economic security for its workers will result in a higher morale among employes and a more efficient working force. We of the Guild feel that this is especially true in the editorial department of the newspaper industry, as editorial employes are required to maintain a social standing during both working and leisure hours that will permit them to make contact with every strata of society. This is not a matter of choice with editorial employes: it is an inherent requirement of their work, and yet the wages of editorial employees of the Express Publishing Company are far below the wages of other crafts in the organization which have no such social standing to maintain.

"Editorial workers are expected to keep abreast of the times so as to be able to cover the news with an intelligent

understanding. This requires the purchase and reading of magazines and books, all of which necessitate the expenditure of money.

69 "Again, a standard set of regulations and wages such as presented in our contract will, as time goes on, attract to the newspaper industry an increasingly higher caliber of employes.

"As to our attitude toward the publisher of the Express Publishing Company, we have always maintained the highest respect for his ability and for his integrity, and we trust that nothing will transpire to cause us to regard him otherwise. Our supreme desire is to negotiate with him in a friendly manner, and maintain a cordial employer-employe relationship.

"Regardless of what the publisher may have been told, we have no desire to embarrass or to injure the Express Publishing Company. It is to our best interest to aid and improve the company—certainly we have no desire to injure it.

"Neither do we have any desire to dictate its editorial policy. That is not in our province.

"We challenge any group of employes in the organization to show a higher degree of loyalty to the publisher and to the company than has been exhibited through the years by the employes of the editorial department. We appreciate the recognition of this loyalty by the publisher in "carrying" us "through the recent depression," as he reminded us in his latest communication.

"This, we wish to point out, was a mutual assistance. The depression was a disaster from which we all suffered and which we all fought together to end. During those years there was a depression of business and a depression

of wages, but there was no depression of news,
70 and we continued to process it at bargain rates.
We are not complaining of that, we are merely calling attention to it.

"The matter of vacation with pay and sick leave with pay was mentioned by the publisher in his latest communication. We have always been grateful for these considerations, which are customary in the business world, and we think there is no impropriety or lack of gratitude in our pointing out that they have been extended without expense to the Express Publishing Company. The only burden involved was that which fell upon the employes themselves who did the work of their absent colleagues so that they would have access to the same considerations.

"However, we see no reason why our belonging to the Guild, or the signing of a working agreement, should have any effect whatsoever on these matters.

"During a portion of the depression years, and until the present time, employes on the Express worked six days and were paid for five. During those years salaries were slashed from a point to which they have never been fully restored, although we were assured that all wage cuts would be restored as soon as business improved.

"In view of this assurance alone, our request for a $25 per week minimum for reporters can not be so very unreasonable, as this was the minimum that prevailed on the Evening News before the depression wage cuts.

"The editorial staffs of both the Express and the News are actually smaller today, due to recent reductions, than
they were during the depth of the depression.
71 Furthermore, editorial employees at this time are
working longer hours than during the depression.
We are now working six days a week with no limit on the number of hours per week.

"Our loyalty to the company has been maintained in spite of stress recently placed upon it. We do not believe that the publisher is aware of, or would countenance such a state of affairs. We have been ridiculed and intimidated by responsible executives of the Express Publishing Company, and by other persons of influence, who, by their acts, have placed the company, we think, in a position of having violated the National Labor Relations Act. We, however, have no desire to urge these violations unless driven to that end. As stated previously, our supreme desire is to maintain a cordial employer-employe relationship.

"The publisher, as revealed in the record of the conference between him and the Guild representatives on March 30, has taken special exception to the provision in the proposed contract that calls for the Guild shop. The publisher objected to this on the ground that it would cause him to violate the National Labor Relations Act.

"If this objection is valid, then he is violating the National Labor Relations Act every day with his closed shop agreements with craft unions in the mechanical departments.

"The Guild shop has been included in numerous contracts between Guild units and publishers throughout the country, and if the contention of the publisher of the Express Publishing Company is valid, it is too unreasonable to believe that some publisher, long before this
72 date, would not have taken advantage of such a technicality to invalidate the entire Guild Shop idea. It is significant that the legality of the Guild Shop has never been challenged in court. We have yet to hear of a publisher being charged with violating the labor act because of granting the Guild Shop.

"However, without prejudice to our rights, the Express-News Guild unit is willing to set aside for the time being the Guild Shop provision, with the understanding that it

will be re-considered after a contract embodying other provisions has been agreed upon.

"The provision in our contract asking for the stabilization of sick leave with pay is not in the least unreasonable, we believe, in view of the company's action in giving some employes more than we have asked for and others less than the company, in its first statement to the Guild, said it was its policy to give.

"To quote from the record of the March 30th conference, the publisher voiced the following objections:

" 'The proposed restriction upon the source and authorship of news and feature matter for these newspapers is utterly unreasonable and impractical upon its face.'

"We know of no proposal in the contract submitted by the Guild restricting the source and authorship of news. It is probable that a mutual misunderstanding exists on this point, which a free discussion of the proposed contract would eliminate.

"Regarding the proposal that photographers shall not be forced to act as reporters and that reporters shall not be forced to act as photographers, we wish to place emphasis on the word, "forced". Photographers and reporters of the Express and Evening News have always shown a willingness to serve in any possible capacity during emergencies, and we are sure they will continue to do so. However, we do not think that a healthy condition is engendered by a policy requiring an employe to perform a type of work for which he was not hired and for which he is not professionally prepared.

"As previously stated, we do not consider the greatness of the figures in our proposed salary scale as vital for the purposes of negotiations. They have been rejected as unreasonable, but just how unreasonable are they in view of

existing scales in other Texas cities, and in view of the statement of the publisher that wages now paid on the Express and Evening News compare favorably with wages paid on other daily papers in the South?

"We have proposed $65 per week for city editors, telegraph editors and heads of copy desks; $60 for assistant city editors, assistant heads of copy desks, copy readers and rewrite men; $60 for sports editors; $50 for society editors; $25 to $55 for reporters; $25 to $40 for morgue and library workers; $18 to $60 for artists; $25 to $55 for photographers; $17.50 to $22.50 for copy boys and $40 to $65 for editorial writers.

"Some of these figures are in excess of any we have found to exist on other Texas papers, and some of them are below scales now in force on other Texas papers. But regardless of any difference, the figures we proposed are proper for negotiation purposes.

74 "Bearing these figures in mind, the Houston Post pays its city editory $52.50 per week, his assistant, $48.80, reporters from $18 to $48.80, and copy boys from $12.50 to $15. This is for a five-day 40-hour week.

"On the Houston Press, where a Guild contract is in force, reporters are paid a scale ranging from $20 to $45 per week. This same scale applies for photographers, artists and society editors. Again, this is for a five-day 40-hour week.

"We regret that we have been unable to secure accurate figures on the wage scales of Dallas newspapers. However, the information we do have regarding those papers indicates that the wages paid in Dallas exceed by far the wages paid on the Express and Evening News. This is especially true regarding the Dallas News. It also indicates that the staffs of the Dallas papers are much larger than those of the Express and Evening News.

"The Fort Worth Star-Telegram pays news editors from $67.50 to $70 per week; copy readers and desk men are paid from $42.50 to $50, and reporters from $17.50 to $47.50.

"Right here in San Antonio the Light pays copy desk men of three years experience $40 per week; reporters, artists and photographers from $16 to $37.50; sports editor $55; society editor and morgue-keeper from $25 to, we understand, $35 and copy boys a minimum of $15. Again, this is for a five-day 40-hour week.

"We should like to point out in this connection that editorial employes of the Express and Evening News are re-
required to compete against a much larger and
75 higher paid staff. The Light employs ten reporters, the News four; and the Express eight.

"We might also add that the Light pays its city editor, picture editor, news editor, Sunday editor and sports editor a minimum of $50 a week.

"The picture editor is the only one of these who works six days a week, this is on account of his being Sunday city editor as well as picture editor. The bulk of his work, however, has to do solely with securing and editing art, a duty that the city editors of the Express and News are required to do in addition to their regular duties of editing.

"We should think that the publisher of the Express and Evening News would take pride in doing as well by his employes as his competitor, and we can understand no reason why he should not. Especially so in view of the fact that in a recent advertisement in Editor and Publisher it was enthusiastically announced, and properly so, that the Express and Evening News gained 1,211,981 lines of advertising in 1935 over 1934; 2,071,296 lines in 1936 over 1935, and 583 904 lines in 1937 over 1936.

"Even in Beaumont, a city of one-third less population than San Antonio, the Beaumont Enterprise and Journal, morning and afternoon papers of the same publishing company, pay their city editors $50 per week. Although their title is managing editor, their duties are the same as those of the city editors of the Express and Evening News. The Enterprise pays its news editor $35 per week; telegraph editor $30; sports editor $40; society editor
76 $25, and reporters from $32.50 to $45 per week. The Journal, the afternoon paper, pays its telegraph editor $31.50; sports editor $35 and reporters from $20 to $35

"And in Port Arthur, we are advised, the scale for editorial employees is from $7 to $10 per week higher than it is in Beaumont.

"These scales put to shame the wages now existing on the Express and Evening News. We do not believe that the publisher of the Express and News has, before this time, been apprised of the wide difference in remuneration paid his employes and those doing similar work in other Texas cities. Neither do we believe that his pride and sense of justice will permit such a discrepancy exist for long.

SAN ANTONIO EXPRESS AND EVENING NEWS UNIT,
SAN ANTONIO CHAPTER,
AMERICAN NEWSPAPER GUILD."

MR. DIELMANN: I would like to have that statement embodied in the minutes.

MR. HALL: Do you have an extra copy of it?

MR. DIELMANN: I do not have an extra copy here. That was the copy that was submitted to me with the request that I turn it over to you here.

MR. HALL: Then this is not being submitted to the publisher; It is being submitted here to be put into the record.

MR. DIELMANN: It is to be submitted to the publisher at this meeting, to be embodied in the minutes of the meeting, so this is really the copy for the publisher.

77 MR. HALL: It will be necessary for Mr. Burger to have that copy.

MR. DIELMANN: Is there an extra copy available?

MR. RAGSDALE: I should be able to get an extra copy later this evening.

MR. HALL: Are you presenting this statement in justification of the original contract that was presented?

MR. DIELMANN: That is right.

MR. HALL: May I suggest then that Mr. Burger be allowed to keep this copy until he has written it into the record of these proceedings, and then let us have the copy.

MR. DIELMANN: I might suggest this, Mr. Hall, if we can get an extra copy that has already been made, then we could turn that over to Mr. Burger and you could have the original for your purpose.

MR. HALL: That is quite all right. If you will let us have a copy of it, then we will accept it, to be presented to Mr. Huntress for consideration, possibly while he is out of town and for his further consideration when he returns.

MR. DIELMANN:: Do I understand that you want to submit this document to Mr. Huntress before there will be any further negotiating with reference to it?

MR. HALL: Yes.

MR. HARRIS: I suppose that Mr. Huntress will take that statement from you gentlemen and read it, and my assumption would be that he would prepare a reply. Although, of course, I am not authorized to speak for him in that particular. It strikes me that even assuming that a formal written reply will be forthcoming, it ought not to go into the record quite without comment on the part of the representative of the publisher.

78

MR. DIELMANN: I think that is entirely up to you gentlemen.

MR. HARRIS: After it has been offered by the representative of the Guild, as I say, I think it ought not to go into the record without comment on the part of the representatives of the publisher. I would like to call attention, if I may, Mr. Hall—

MR. HALL: Yes.

MR. HARRIS:—to a phrase in the introductory there: "We regret that the publisher has seen fit to return the proposed contract. We take the position that the terms and provisions of a proposed contract are immaterial in so far as a basis for negotiations is concerned." Now, these are the words I refer to: "We therefore request the publisher to go over the previously proposed contract with our negotiators, item by item, thereby demonstrating to his employees his sincerity in collective bargaining."

The implication of that is plain enough. I might almost say the innuendo is plain enough. The "sincerity," of course, raises a question of good faith. The words are practically synonymous. And I feel, as editor of these two newspaper and an employee of this company of some thirty years standing, that it might be well to apply the familiar rule of equity as to clean hands. I say this in all friendliness.

79 Mr. Ragsdale, you are president of the San Antonio Guild, aren't you?

MR. RAGSDALE: Yes, I am.

MR. HARRIS: May I ask you whether that mimeographed sheet you call the Guild Reporter is the duly recognized organ of your organization?

MR. RAGSDALE: It is.

MR. HARRIS: Mr. Hall, have you the copy of the last issue there?

MR. HALL: Yes. (Passing paper to Mr. Harris.)

MR. DIELMANN: I might correct one impression that your words, Mr. Harris, might leave, as to this document we are presenting to you. Of course, we are presenting it as a communication from the Guild, and it is not a communication from the negotiators personally as negotiators.

MR. HARRIS: It is from the Guild, but my very simple concern, Mr. Dielmann, is that it is going into the record.

MR. DIELMANN: Oh, I understand, but the negotiators are not responsible for the wording of it. I know you did not mean that, but somebody might get that impression.

MR. HARRIS: I understand, it purports to be and is a signed presentation by the Guild.

MR. DIELMANN: Yes.

MR. HARRIS: Although there is no signature here other than the typewritten title of the organization.

MR. DIELMANN: It is signed by the president, isn't it?

MR. HARRIS: No, it is not signed at all.

MR. RAGSDALE: I did not see it myself until
80 this afternoon.

MR. HARRIS: I think it might be well if it were signed by the executive or the secretary. It simply has that typewritten title of the organization.

Now, gentlemen, this is a copy of the San Antonio Guild Reporter dated April 13, 1938. On page two there is contained the following statement:

"After a month of dickering with Publisher Huntress in an attempt to bring about negotiations for a proposed contract of Express-News editorial department workers, unit negotiators are arming with new weapons constructed to induce favorable collective bargaining as guaranteed by the National Labor Relations Act.

"Negotiators Sidney Berkowitz, Henry Dielmann and Frank Ragsdale were met with rebuff at a second meeting with officials of the Express Publishing Company held Wednesday, March 30, when Mr. Huntress branded the proposed contract submitted at a previous meeting as unreasonabale and unacceptable.

"Mr. Huntress refused to give reasons why the contract was unreasonable and unacceptable and also declined to outline what kind of a contract might be agreeable with him. When asked by the negotiators to submit a counter contract, the publisher suggested that another one be drawn up by the unit.

"Refusing to discuss the clauses of the contract, Mr. Huntress claimed that the "Guild Shop" was contrary to the National Labor Relations Act. It was pointed out, however, by Negotiator Ragsdale that the mechanical unions with the Express Publishing Company plant had such contracts.

81 "Since the first conference with Mr. Huntress on March 14, the publisher has indicated that the present conditions on the two papers are in accord with those of other newspapers in the South and Southwest and that salary scales are also favorable."

And then follows a statement as to what the employees of the Express and News are asking, which is not material to my comment.

It strikes me that if a question or an issue or even an implication of sincerity or good faith is to be raised by the Guild, a similar question or issue might be raised in regard to this statement and publication and dissemination of this Guild Reporter. It contains misstatements as to fact. It also contains implications which are contrary to fact and contrary to the attitude of the publisher.

If the English language means anything at all to me, there are only two paragraphs or clauses in the publisher's statement at the last meeting which do not specify, which do not particularize. Two of them, I admit, are couched in general terms, generalities. The others are specific. The statement, of course, speaks for itself. Now, Mr. Ragsdale has just read a communication from the Guild which takes up and attempts to answer specifically objections on the publisher's part.

The statement that Mr. Huntress suggested that another contract be drawn by the unit, inasmuch as the original contract submitted was unacceptable and unreasonable, is directly contrary to the record as made by
82 Mr. Gazley at the last meeting of this group, and transcribed. If you will look in that transcript you will find that the suggestion of an alternative contract was made by one of you three gentlemen; that Mr. Huntress simply commented that if you cared to submit another contract he was willing to consider it. The suggestion did not come from him.

That is all, you might say, supplementary to the attitude of the Guild in publishing what I consider to be these misstatements, in publishing comments on negotiations and circulating that in the form of their organization journal.

I do not think any of you gentlemen will find since the beginning of these negotiations any comment in either of our two newspapers concerning the fact of the negotiations, the course of the negotiations or the matters in controversy between the two parties.

If a question of sincerity or a question of good faith is to be raised, I really think this publication is pertinent or raises such a question. Even if it were a piece of factual reporting, which it is not, the spreading of this hardly seems consonant with the attitude of negotiations between the parties. The equivalent on the other side would be if the Express or the Evening News should publish some editorial comment, just as this is disseminated in connection with the announcement of the Gridiron dinner and so forth, setting forth its attitude and why it objected to the proposition submitted by the Guild through the negotiators.

The question of the difference of opinion as
83 between the parties in regard to what or would not constitute a violation of the National Labor Relations Act is, of course, a matter of interpretation of the phraseology of the Act itself. There is less argument to be raised on that probably among ourselves than on any other point.

But I do say that this Guild Reporter contains a very flavored mistake as to fact, because the suggestions of an alternative contract was not made by Mr. Huntress, but it was sugegsted by one of the negotiators, and you will find that in the typewritten transcript of the last meeting. The phraseology is on all fours with the use of the implication as to the questionable sincerity in the publisher's attitude.

I can speak for myself, and I know I can speak for Mr. Huntress of my own knowledge, and I presume I can speak for Mr. Hall and the others who have represented the company in these negotiations thus far, that that contract was read section by section, clause by clause, and that the publisher's comment in the form of his first statement informing the negotiators that the terms were unacceptable and unreasonable necessarily meant that the contract had been read.

So that to say, either in terms or impliedly, that unless the publisher shall take up with the negotiators the original contract item by item his sincerity in demonstrating to his employees his willingness to bargain collectively is brought into question, I hardly think is a matter of good faith, and I hardly think it is fair. This is purely my view in the matter, because up to ten minutes ago I had not seen or heard this statement read.

84 I would like to repeat, for the purpose of emphasis, there are statements in this communication on behalf of the Guild which make specific answer to or comment upon specific objections raised by the publisher, so that he did not decline to give his reasons or his opinion in rejecting the proposed contract, and did not reject it merely with the statement that it is unreasonable and unacceptable.

Mr. Denman, at the last meeting, you will find his statement in the transcript, in very plain and even blunt terms suggested that certain questions put by one or more negotiators apparently were designed to trick the publisher into statements or the indication of an attitude of reluctance or unwillingness to negotiate. The correction that I was going to ask for in that transcript was due to the fact that the stenographer apparently stopped in the middle of my statement and reported only the first part of it, without reporting my words in conclusion. It was based upon a remark of Mr. Berkowitz, which is duly reported in the tran-

script, which was one of those long hypothetical questions with three or four parts, put to a witness. You as a lawyer know that when a question like that is put to a witness the part of the question he is apt to answer is the last part. That contained implication of unwillingness to negotiate on the part of the publisher. It did not take very much reasoning and no stretch whatever of the imagination to consider a statement couched in those terms as one offered with a purpose of putting the publishing company in wrong with the National Labor Relations Board, under the Labor Relations Act.

My own view of the matter, and I do not know
85 whether Mr. Denman, our attorney, or Mr. Hall, the publisher's assistant, share my view, is that the phraseology of this statement impliedly raises the question as to the publisher's sincerity in these negotiations, is of the same caliber as that statement I objected to.

I think you gentlemen will be the first to agree with me that it is incumbent upon me to do what I can to protect the publisher, just as it is incumbent upon you to protect the interests of those whom you represent. And I raise the objection in all good faith and sincerity, because I think that phraseology is objectionable and I think it ought not to go into the record at all unaccompanied by some explanation on the part of the spokesmen for the company.

MR. DIELMANN: Of course, the negotiators have no authority to make any change in the document that we presented at this meeting. However, we are glad to have any comment that you had to make on it. I might say this, not in the way of rebuttal or anything of that sort, but just by way of explanation, and I believe I am expressing the sentiments of the three negotiators judging from their attitude at last meeting and from their conversations since then, that the negotiators did not want to get the impression that the publisher was refusing to negotiate. In fact, the very questions that were asked the publisher were intended

to dispel that impression, by an answer from Mr. Huntress which would do away with any impression that anyone might get from reading the statement of facts of that meeting. I know that is my impression, that was my
86 purpose, and I believe Mr. Berkowitz in asking the questions which he asked had the same thing in mind. In other words, we, acting as negotiators, wanted to be able to report progress as far as negotiating was concerned. We did not want to go back to the Guild with anything that looked like a rejection or a refusal on the part of the publisher to negotiate. I can see that perhaps Mr. Huntress misunderstood the purpose of our questioning, and likewise Mr. Denman and yourself. But I do not think that we left here—or rather let me say this first: I do not think that any remarks or questions on our part were at all intended to place the publisher in any kind of an awkward position as far as his duties under the National Labor Relations Act are concerned. I think all three negotiators are prompted by only one desire, and that is to negotiate amicably with the publisher. I do not think there is any feeling against Mr. Huntress or against the Express Publishing Company, but that our sole aim is to open negotiations so that we can on both sides report progress after every meeting that we have. And I am sure that there was no attempt whatever on the part of any negotiator, not even remotely, attempting to trick the publisher into any statement which would be contrary to his best interests.

MR. HARRIS: When you go into the question of intent or into the question of motives, those are things which, unless you have absolute proof, are subject to deduction. Mr. Denman, have you the transcript in front of you there of the first statement of Mr. Berkowitz? One of Mr. Berkowitz' phrases was very unfortunately worded, one of his statements, so much so that I felt obligated to call
87 it into question, and it was because the stenographer did not complete the question I raised to clarify Mr. Berkowitz' remark, that I wanted the minutes of the past meeting corrected.

MR. DIELMANN: That is the reason I suggested that we go over the statement of facts, because I am not familiar with the wording of it as it appears in the record.

MR. HARRIS: Will you read that one statement there that I have reference to, Mr. Denman?

MR. DENMAN: The thing that Mr. Harris was calling attention to was this: Mr. Huntress first read his statement of the objection of the publisher to the contract that had been submitted by the Guild. Mr. Berkowitz asked if he could read the statement, and Mr. Huntress said yes. Mr. Berkowitz, after reading the document, the first question asked goes into the question of whether Mr. Huntress is refusing to negotiate; which seems rather odd to us, considering the fact that Mr. Huntress at a previous meeting was asked if he would consider a contract and he said he would. One was offered to him and he took it away for consideration, and he came bacak with a prepared statement setting forth what his objections were, and that statement was handed to Mr. Berkowitz and his first question was, "Would that particular status of each employe prejudice their right to bargain with you as a group?"

Now, if that had been the question asked at the first meeting it would have been a natural question to ask, because negotiations had not yet commenced. But Mr. Huntress had already said, "Yes, give me your contract and I will take it and consider it." And he had
88 considered it to the extent of preparing a statement about it and had handed it to you. And this was the next question—after being handed the document and reading it Mr. Berkowitz stated:

"In regard to the first part of the statement, (reading): 'That statute provides that an employee is not required to join a labor union, or to pay dues or assessments, to any organization, unless he chooses to do so of his own free will. Existing independent employment relations may be con-

tinued by the individual employee, or by employees as a group.'

"It was my understanding as negotiator for the Express Publishing Company's employees that the majority of the employees are members of the Newspaper Guild, and have so appointed the negotiators to act as their bargaining agent in the matter. Would that particular status of each employee prejudice their right to bargain with you as a group?"

Now, that cannot mean but one thing: "Mr. Huntress, are you violating the Wagner Act?" It is the only thing that you can do to violate the Wagner Act. In other words, are you going to discriminate against a man because he is a union employee? Nothing in Mr. Huntress' statement contained any such imputation. On the other hand, he said he would not discriminate against them in any way.

Now, Mr. Huntress made a reply to that question which showed obviously that he did not understand the question. His answer is omitted there, but it was afterwards shown on another page. Mr. Huntress made a reply which was wholly irrelevant to the question. The question was a little too complicated for him to catch orally. Mr.
89 Huntress' reply was "Certainly, the Guild wouldn't want us to, or that means to discharge any member who is not a Guild member within thirty days, which is in violation of the law there, as we say in that statement."

Then Berkowitz asked the following questions:

"Looking at it from the angle that the employees have presented certain things which they have asked you to pass upon, and which you have made a statement regarding, these employees see now and it is clear we have combined for the purpose of presenting their claims to you. Do you still think that on some basis you would refuse to treat

with them as a group; or do you object to the present contract and would prefer to have such things further explained or argued upon and negotiated about; or would you rather have them submit something in accordance with the exceptions that you take here?"

In other words, will you violate the Wagner Act? Now, all except the first question were just plain questions of a matter of fact, but the first one was out and out, "Are you going to violate the Wagner Law, Mr. Huntress, by refusing to negotiate with the union?"

Now, Mr. Huntress only answered the last one of that series of questions. He answered, "I think we stated our position clearly there. But if the Guild desires to present another proposition, of course, we will consider it." That is what Mr. Harris was referring to.

I would like, though, Mr. Dielmann, to call your attention to this: At the last meeting, and it is reiterated in this statement, there is a constant complaint that
90 the publisher has not specified his objections to this contract that was submitted; that he has just stated it was unreasonable and unacceptable and does not say why. Let me briefly go over this with you now and see if he does not do it, and do it paragraph by paragraph. You are here saying, "Let's take that contract paragraph by paragraph and tell us what is the matter with it." And you say that a test of the publisher's sincerity is whether he will do that. Well, it would be idle to say it is a test of his sincerity if he has already done it, and done it in writing, would it not?

MR. DIELMANN: Let me ask you a question. I believe that expression is used in connection with negotiations, if I am not mistaken. In other words, I think the argument is whether he would be willing to go over the contract paragraph by paragraph, and that that would be an evidence of his good faith to negotiate.

MR. DENMAN: Yes, but in your previous statement you undertook to define what you meant by negotiating. So far nobody has told us just what negotiate means. That is the thing that seems to be puzzling the courts at the present time. You stated to negotiate necessarily meant to say what was wrong with the contract item by item, and that we would not be negotiating unless we told you item by item.

MR. DIELMANN: I don't believe you go quite far enough. I think we stressed the point that we understood by negotiating that the different provisions of the contract would be discussed pro and con and some satisfactory solution of each item in the contract would be reached or determined.

91 At the last meeting, I have read this record very carefully and I am sure it is there, you asked if the publisher would not state what his objections were item by item.

MR. DIELMANN: I think that is correct.

MR. DENMAN: And when he kept referring you to his written statement on the subject you said if it was not taken up item by item and the objections given item by item you could not tell very well what his objections were, and that you did not think there would be any negotiations. And that was when I took you to task and insisted that it did so. I just made the conclusion that it did it item by item, and now I would like to see if I cannot demonstrate that to you. Here is Mr. Huntress' statement. His objections follow the order of the contract you submitted. His statement does not call them by number, he refers to them by subjects, but takes them down line by line through your contract. He says in his statement: "We have thoroughly considered the provisions of the contract submitted to us by the negotiators in behalf of San Antonio Newspaper Guild on March 14, 1938. We find the terms of this pro-

posed contract unreasonable and unacceptable." Now, that is a general term. Then he proceeds to take it paragraph by paragraph. He says, "The proposed requirement that the publisher set up a 'Guild Shop,' with employment conditioned upon the applicant's Guild membership, is contrary to the letter and intent of the National Labor Relations Act." That was the first paragraph of the proposed contract. Now, he does not stop at that point, he tells why the publisher thinks it is contrary to the letter
92 and intent of the National Labor Relations Act. He says, "That statute provides that an employee is not required to join a labor union, or to pay dues or assessments, to any organizations, unless he chooses to do so of his own free will. Existing independent employment relations may be continued by the individual employee, or by employees as a group."

Now, his statement first contains the statement that the proposed contract is not acceptable because it is contrary to the letter and intent of the National Labor Relations Act. And then it further specifies why it is contrary.

Now, you have indicated in your present statement that you do not agree with us, but you surely cannot say that he has not said why he objected to the contract. Just because you do not agree with his contentions does not mean that he has not given you his reasons. He has said why. And as Mr. Harris points out, you have found it answered because you have undertaken to answer him.

Now, the next—

MR. DIELMANN: Before you go to the next one, let me make this comment. You do not go far enough in stating our position. You are correct in the statement you made, based on what Mr. Huntress' statement contained. But our attempt to draw out Mr. Huntress had this purpose, that we wanted to discuss with him his objections. That was the reason on this very point I asked him the

question if all of the employees in the editorial department were willing to join the organization and they would become members one hundred per cent, if he would
93 be willing to recognize on that basis, and he refused to answer the question. In other words, he would not discuss his objections with us. That is why we say that our negotiations broke down, because we could not discuss the objections.

MR. DENMAN: In this Guild Reporter you have Mr. Huntress saying this, "Mr. Huntress refused to give reasons why the contract was unreasonable and unacceptable,"—refused to give reasons why it was unreasonable, you say. Now, in that first paragraph he has certainly given his reason as to why it was unreasonable. You may agree or disagree with the reasoning. I am not complaining of your not agreeing with him about reasoning, but all I am complaining about is any imputation that he did not give his reason.

Now, the next paragraph of Mr. Huntress' statement says: "The proposed contract calls for unreasonable restrictions upon the publisher's right of both employment and discharge in the conduct of the news department."

Now, the next paragraph, there are three or four provisions united there; one was that no new person could be employed until he was first nominated by the Guild. Now—

MR. RAGSDALE: I beg to differ with you on that.

MR. DENMAN: Well, it is a difference of opinion.

MR. RAGSDALE: It is plain English.

MR. DENMAN: It may be plain to you, but it would not be to me as a lawyer.

MR. RAGSDALE: Well, the thing I would like to do—

MR. DENMAN: Now, you complain about not discussing this thing, and then you don't let me talk.

94 MR. RAGSDALE: I am about to blow up here.

MR. DENMAN: You want us to talk, now don't complain if I say something about you.

MR. DIELMANN: As I understand it, we are merely discussing now the question that you raised about the matter of good faith, or are we now discussing the contract generally?

MR. DENMAN: What I say is plain. If you want us to talk we will talk.

MR. DIELMANN: Well, we were talking about correcting the record.

MR. DENMAN: I am not discussing correcting the record at all. My statement will speak for itself, Mr. Dielmann. What I am discussing is the complaint that the publisher has not given his reasons for his objections to the contract heretofore submitted. Now, in that contract there were a series of restrictions upon the employer's right that he now has of free employment and discharge. He now has the right of his own free will to employ or discharge anyone willing to work for him. The contract undertook to impose a series of restrictions on that. One was the stipulation, which I think is ambiguous and might be interpreted ether one or two ways, that before employing anyone the Guild should make the nominations or should have an opportunity to make the nominations. The second was that no person should be discharged, and there was no limitation in the contract that I could find as to how long that would last. The third was that this contract should run for a certain length of time, and at the expiration of that time

if the parties would try to negotiate a new one
95 and they did not succeed in a new one it would stay in effect in perpetuity until they did negotiate a new one.

Now, let us see if Mr. Huntress did not state in his written statement to you what his objection to that was. He says, "The proposed contract calls for unreasonable restrictions upon the publisher's right of both employment and discharge in the conduct of the news department." It seems to me that nothing could be plainer, when he says those three restrictions would be restrictions he could not afford to accept.

MR. DIELMANN: Would you interpret that, then, to mean, Mr. Denman,—the statement I am talking about now,—that that would be a rejection of that contract paragraph by paragraph?

MR. DENMAN: Yes, I would say it was. It was not one paragraph, it was three together dealing with that subject.

MR. DIELMANN: Now, you see, if we understood that we would be getting somewhere.

MR. DENMAN: Mr. Dielmann, I would think that a child would understand that.

MR. DIELMANN: I am glad you make that statement, because that clarifies the record. We can then consider those paragraphs rejected?

MR. DENMAN: Yes. Now, let's take the next. Mr. Huntress says in his statement: "It also would undertake to tie the publisher's hands as regards salary-scales in relation to the condition and conduct of the business." Now, then, the contract had set out a set of salary scales. It pro-

vided that those could never be altered except on
96 the consent of the Guild. He says that stipulation would tie his hands in relation to the condition and conduct of the business. In other words, costs might double and the owner could not change his salaries. Income might drop to half and he would have no power to change his salaries. Conditions might change and an employee might become worth only half as much, and the publisher could not change his salary. It is plain to see that if he cannot change his wage scale except with somebody else's consent his hands would be tied.

MR. DIELMANN: Isn't that true of his other employees?

MR. DENMAN: I am not undertaking to discuss that here. I am Mr. Huntress' attorney. I do not make contracts for him or for the company. I have no authority to do that. But you raised the question of the interpretation of this document, stating that it did not give his reasons and I am answering that it does give his reasons. Now, whether his reasons are the best reasons or whether yours are the best reasons is for the representatives of the Express to say, those who have the power to bargain for the Express. But I am just their attorney. I will say for myself that I do not think that any man should be in a position like that forever, where the contract is in perpetuity. I never saw a contract with such a provision in it.

MR. DIELMANN: Well, that is a matter of interpretation. We might differ on the interpretation of the contract in that respect.

MR. DENMAN: But as to whether it is reasonable or unreasonable, I am speaking for myself personally, and I would consider it unreasonable.

97 Furthermore, he says that in several instances it would require pay for employees without work-

ing. The contract provides that people who were sick or left the employ of the company or were discharged, that their pay should go on regardless for a certain length of time. For instance, if a man was discharged for however good cause he would still draw his salary under some provisions of the contract for several years, as I remember it offhand, at any rate for a considerable period of time. Mr. Huntress' answer to that is that he does not think that is reasonable, and gives as his reason for it that it would require him to pay someone without getting value received, without the man doing anything for the pay. He gave his reason. You cannot say he did not give his reason for it.

Then the next objection was the proposed requirement of written notice stating the cause of an employee's dismissal from the publisher's employ. Mr. Huntress states that is contrary to the rights accorded by the Texas constitution, as decided by the Supreme Court of this state. You are familiar with the history of that, Mr. Dielmann. We had a statute in Texas once that provided that a man must always give a reason when he discharged an employee. I think it led to more libel and slander suits than any other statute that was ever passed in Texas. Every time a man was discharged he would demand a reason, and if the employer said, "I discharge you because you are incompetent," he faced a suit in court for slandering the man in his ability to carry on his profession. And finally employers began to refuse to state the reasons. They were prosecuted, and the Supreme Court held that the
98 bill of rights as to freedom of speech included the freedom to be silent, and that no one could make a man give his reason and that he had a right to be silent on that subject.

Now, I say I think it is stated here very plainly why that provision is unreasonable.

I won't go all the way through, because if I do we will owe Mr. Burger too much money. I will say, in all fairness,

that this constant attack that you have made upon the good faith of the publisher in not telling his reasons for objecting to this contract is not a fair attack upon the publisher.

MR. DIELMANN: You are now referring to this statement in the Guild Reporter?

MR. DENMAN: I am not referring to that alone, but to both that and the document here that was read at this meeting.

MR. DIELMANN: I do not recall any reference of that kind in this document.

MR. DENMAN: It says that it is impossible to negotiate if the publisher is not willing to go over this item by item. The statement in the document is this: "We therefore request the publisher to go over the previously proposed contract with our negotiators, item by item, thereby demonstrating to his employees his sincerity in collective bargaining." He did go over it item by item and has given his reasons in writing. As a matter of fact, I think he exercised very great restraint in his criticisms of it.

I want to call attention on the matter of good faith and fairness to the difference in the restraint of the publisher and the restraint of the Guild and the negotiators.
99 Until this question of sincerity was expressly raised there had not been one word of criticism of any kind on the part of the employer, none of any kind. Even in discussing the contract, we did not discuss the obvious fact that the contract did not say one single thing that the employee ever agreed to do. It did not even say he agreed to work for the money he was going to get. It did not say anything about what he was to do, but it was a number of pages long about what the employer should do. But things of that sort were omitted from the rejections, in order to make the statement a dispassionate one, one that was—

MR. DIELMANN: Mr. Denman, if they had attempted to say what the employee was supposed to do it would have been dictating to the employer what the duties of the employee should be, would it not?

MR. DENMAN: No, I would say ordinarily the general employment contract says that during the time of his employment the employee will serve the employer faithfully, exclusively and diligently. That is the language we find in all the labor contracts. There was no such language in this. The only thing in it was that he could work for anybody else he pleased at the same time.

MR. RAGSDALE: I don't think the Express publishing Company has a labor contract in effect that has anything like that in it.

MR. DENMAN: With reference to the other contracts, on several occasions you have answered Mr. Huntress' objection to this contract with the statement that if the publisher objects on the ground that it would cause him to violate the National Labor Relations Act, then he is violating the National Labor Relations Act every day with his closed shop agreements with craft unions in the mechanical departments. The obvious answer to that is, if it were true, two wrongs never made a right. So your answer would not be a logical one. But I think we all know that the other contracts were made prior to the passage of the Wagner Act, so I do not see how they could be in violation of any of the terms of that Act.

MR. RAGSDALE: May I make a statement?

MR. DENMAN: Yes, surely.

MR. RAGSDALE: If the Express Publishing Company can read into this statement of sincerity any intent of the Guild to now or previously question the sincerity of the publisher, I say if you can, then I deny that it is there. It

is perfectly fair for the Guild to assume most of the things that are in this letter which went to the Guild members. Possibly some few of them went to others, I don't know. I say I deny that there is any intent to question the sincerity of the publisher. In my mind there never will arise a question as to his sincerity. I believe that he is sincere and I have stated so previously in these conferences. All we want to do is to get out of the law court. This is a human problem. There is no intent of the Guild to pin the publisher down to something that he does not feel he can honestly go into. I insist that whether it is in so many words or not, the publisher has not given his reasons, in view of the fact that he has shut the door to our reasons. In other words, the publisher says, "Well, this is all out,"
and we say, "Well, we would like to show you why
101 we think that you are wrong." He says, "No, you have my answer." In this answer that is in here, Mr. Huntress says flatly that something is unacceptable because of a reason. Well, any logical reading of the contract, I believe, will demonstrate to Mr. Huntress that he is under a misconception with regard to that clause. And so I am completely convinced that there are no negotiations until both sides have had their chance to say frankly what they think. We have not had a chance to go over it and show him in all friendliness why we think that is right and why we want it, why we think that will be to his advantage to have it the same as to ours. And personally I would be the last man to want to sign a one-sided contract with anybody, either to my own advantage or to the other fellow's. All we want to do is to get out of the law court and quit quibbling about words and get into the spirit of what is fair and try to arrive at an understanding.

MR. HARRIS: Mr. Ragsdale, will you let me give you something that is not quibbling?

MR. RAGSDALE: Yes, sir.

MR. HARRIS: I think this is going to be just as acceptable to you as the negotiator, and as president of the Guild,

and to your associates among the boys, and to Mr. Dielmann and to Mr. Berkowitz, if he were here. In fact, I am going to ask my colleagaues, Mr. Hall and Mr. Denman, to join me in this request, even though the publisher is two thousand three hundred miles away from here. Will you get the minutes of the first meeting containing Mr. Huntress' statement, that very brief statement? There is something in this statement of the Guild
102 today that is anything but a quibble, and I am going to take it in good faith and answer it with anything but a quibble. As shown by the transcript of the meeting of March 14th, on page three, Mr. Huntress is speaking and reads this statement:

"The publishers and the editors of the San Antonio Express and San Antonio Evening News always have maintained, strictly and genuinely, just and impartial relationship toward the employees of the news and editorial departments of these two newspapers.

"No holder of, or applicant for, employment in those departments has been retained or engaged upon any consideration of his membership or non-membership in any union. He has not even been questioned by the publisher, nor by any responsible editor, as to membership in such union.

"The Express Publishing Company and its responsible editors desire and intend to continue to conduct its news and editorial departments strictly upon the same fair and impartial basis."

Those are the only passages of that former statement which are germane to what I am about to propose. Now, about the bottom of page four of this statement which Mr. Ragsdale read today occurs this paragraph:

"Our loyalty to the company has been maintained in spite of stress recently placed upon it. We do not believe

that the publisher is aware of, or would countenance such a state of affairs. We have been ridiculed and intimidated by responsible executives of the Express Publishing Company, and by other persons of influence, who, by
103 their acts, have placed the company, we think, in a position of having violated the National Labor Relations Act. We, however, have no desire to urge these violations unless driven to that end. As stated previously, our supreme desire is to maintain a cordial employer-employee relationship."

May I suggest and propose to you, Mr. Hall and Mr. Denman, that you join me in a request to Mr. Ragsdale and Mr. Dielmann to obtain from the Guild a statement of these instances referred to in this statement, and to submit it to us?

MR. DENMAN: I think that ought to be done. I do not think anonymous accusations are fair.

MR. HARRIS: I do not think any one of you who knows me at all will question my sincerity in the matter.

MR. DIELMANN: I will, of course, convey as one of the negotiators any request that you make to the Guild, regardless of what it is. I would like to express this personal opinion, that as a negotiator, of course, I have no authority or no inclination to act as a board to pass upon matters of that kind. I think if there are to be threshed out, they ought not to be threshed out by negotiators. The negotiators are attempting to negotiate a contract with the Guild members and the publisher. I think if there are complaints they ought to be submitted to some other tribunal rather than to these three negotiators. I believe it is outside of the province of what I am here for as one negotiator. I see your position and I think you have a perfect right to make that request, but I do not think the purpose of the three negotiators in coming here to you, as we did

in the first meeting and the second meeting
104 and the one today, is to have a hearing on grievances. Do you understand my idea? Now, if that matter is to be threshed out, I do not think we, as negotiators, are the parties to have anything to do with it.

MR. DENMAN: But you, as negotiators, have presented that accusataion here; one of your negotiators being president of the Guild. I do not mean the accusation was made by you, but it was transmitted by you, and having been transmitted we must make our answer in the same way.

MR. DIELMANN: I am willing to submit back to them any request with reference to the matter, but I do not think the three of us, as negotiators, should have anything to do with passing upon the justness or unjustness of these accusations.

MR. HARRIS: Do you misunderstand me, I am not asking you to. You, as a negotiator, and your colleague, Mr. Ragsdale, who in addition to being a negotiator is also president of the local Guild, have in your capacities as negotiators presented this statement to this Board with the request that it be made a part of the record. Now, this record contains a very grave and very distressing accusation, namely that responsible executives of the Express Publishing Company, and other persons of influence, by their acts have placed the company with them in a position of having violated the National Labor Relations Act. Now, I am, merely as a matter of routine procedure, asking you as negotiators who have submitted this statement, to request your principals to give us a bill of particulars. I think your presentation of this statement with the request
105 that it be made a part of the record gives us a right to ask for a bill of particulars. Am I right about that?

MR. DENMAN: I think it would only be fair.

Mr. DIELMANN: I am going to make the request, that is all I can do.

MR. HARRIS: In other words, the statement by Mr. Huntress in his first communication to this group in relation to the fair and impartial treatment of employees without regard to Guild membership or non-Guild membership, is directly controverted by this paragraph; and, as I said at the outset, I think it would be just as fair to your principals as it would be to our company to have that thing clarified and have that bill of particulars submitted to us for Mr. Huntress' examination, because when a statement is made that something constitutes a violation of a law I believe it is sufficiently serious and sufficiently grave to call for an itemization. And I really do think that the Guild officers, or responsible Guild members who are in position to supply first hand information, whether or not they desire to accompany it by affidavit is a matter for them to decide, ought to let us have that bill of particulars. I speak for myself, and I think for Mr. Hall and Mr. Denman, and I feel Mr. Huntress would very much like to have it. I do not think that from this responsible editor of the publisher a boy or girl around here who belongs to the Guild has ever heard one word of criticism or suggestion of criticism.

MR. RAGSDALE: Being familiar with at least one case, as president of the Guild I do not believe that I would entertain a request for that information from anybody except Mr. Huntress, because of the nature of one of the cases. I do not think it would be fair to him to entertain it.

106

MR. HARRIS: Mr. Denman is Mr. Huntress' attorney, he is attorney for the Express Publishing Company.

MR. DIELMANN: Do I understand you gentlemen are speaking for Mr. Huntress? You are making the request for the publisher?

MR. DENMAN: Yes, but if Mr. Ragsdale says he wants Mr. Huntress' personal request, that is perfectly proper.

MR. RAGSDALE: In this particular case I would not entertain it except from Mr. Huntress.

MR. DIELMANN: Would it be agreeable to you gentlemen to have that request made by Mr. Huntress, and then have us take the matter up?

MR. HARRIS: Yes, I just as leave it would come from him. I believe that is another instance to justify my request that a bill of particulars accompany the insertion of that statement into the record.

MR. DENMAN: I think it was unfortunate to make a statement like that in the course of the negotiations. I am falling into the error that I think Mr. Ragsdale feels that we two lawyers, Mr. Dielmann and I, are falling into, —discussing things from a legal point of view, but whenever anyone comes to me and says, "I want to make a trade with your client. I think he has violated some law, but I am not going to prosecute him if we come to an agreement,"—

107 I cannot look upon that as but one thing, to use that threat of prosecution to force a man to agree. I always think that is unfortunate, but I will assure you that personally I won't take it into consideration.

MR. RAGSDALE: I think the intent here was to say that there were threats and intimidations, but not threats that the Labor Board would be appealed to, on those grounds, to enforce the contract. I know as far as I am personally concerned I would never sign a Labor Board charge, as president of the Guild, on that basis. I think this merely points out that ridicule and intimidation has been practiced, which is contrary to what has been made in statements from the publisher; and that if those threats finally drove the Guild members to it they would be forced

to file Labor Board charges for that reason, and not as any act to force the signing of the contract.

MR. HARRIS: You can see very easily where it would be susceptible to the interpretation Mr. Denman has put on it.

MR. DIELMANN: Yes.

MR. HARRIS: And I am very frank to say that if it is the judgment of my principal, Mr. Huntress, with or without the advice of counsel, not to call for a bill of particulars under that statement, it ought to be requested in all fairness that that paragraph be stricken out of the statement, as a matter of record. You say that there is no ulterior design, that you have no idea of making a record for the National Labor Relations Board, but if a statement like that, unattended by particulars, unattended by evidence, is permitted to get to the National Labor Relations Board, who would be held responsible for the condition?

108 MR. RAGSDALE: As some evidence of the sincerity of the Guild, I would like to say that when we were negotiating with the San Antonio Light, and I don't think there would be any objection to the same procedure here, at one of the first conferences we made an agreement that anything that arose in the negotiations would be kept to the negotiations and would not be used by either side in any further proceedings. Now, I don't think as far as any threats as to the National Labor Relations Board is concerned, if we are willing to go that far, I think it ought to show our sincerity, that we believe the publisher is sincere, and all we want to do is to sit here and talk the thing over and get our side of it as well as the publisher's side into the record.

MR. DENMAN: We would not expect you to make any agreement whereby if you had any rights to present to the Labor Board you would waive them.

MR. RAGSDALE: Get me straight, I am not waiving any rights to go to the Board, but just agreeing that anything said in the discussion of the negotiations was a sealed book.

MR. DENMAN: Let me make this suggestion, that we take this statement that you delivered to us today, and Mr. Huntress, who went to attend an Associated Press meeting, will be back in about a week I understand. As soon as he gets back give him time to consider it carefully, and get in touch with you. It is unfortunate that he had to go during these negotiations, but he had no choice, he had an important meeting in New York.

MR. DIELMANN: Let me make this further
109 suggestion along that line. Frankly, if I did not feel like I could be of some service in bringing both parties to this negotiation any step further I think I would be wasting my own time as well as everybody else's time. It is perhaps unfortunate that this statement is in this particular document that we have presented today. Now, if you gentlemen would agree to it and if the Guild would agree to it, that we eliminate that paragraph by agreement and just simply let the matter be considered as though it had never been embodied in there, so that it will not have any influence on the progress of the negotiations, I, as one negotiator, would very gladly make that recommendation to the Guild.

MR. DENMAN: I don't think anything of that sort in there would affect Mr. Huntress a bit in the negotiations. He is not the type of man that is affected by these byplays and things of that sort. He is above them all. He has been struggling too many years to keep the Express at the head of everything, and his employees in harmony and so forth, to let anything of that sort affect him one way or the other.

MR. DIELMANN: The purpose of my suggestion is this, that it, of course, raises a question of the relations between the employer and the employees. And, as Mr. Harris said, it does contradict a statement Mr. Huntress made at the very first meeting. Now, I don't think that even though Mr. Huntress may be correct and this statement may be wrong, or let's take the other side of it, this statement may be correct and Mr. Huntress may be mistaken, I don't think it should have any influence on the progress of our negotiations. My purpose is to eliminate any cause of friction that might throw a monkey wrench into the negotiations when there is a chance of discussing these matters and arriving at a satisfactory solution. And personally I would prefer to see that done rather than for us to spend a lot of time discussing matters which really are extraneous to the contract we are presenting.

MR. DENMAN: I think that is a matter entirely within your control.

MR. HARRIS: I have just one thought, and that is that that statement goes into the record.

MR. DIELMANN: Well, I don't think that anything that arouses personal feelings, we are all human beings, would help these negotiations.

MR. DENMAN: It is your statement and I think you naturally have control over whatever you want to say.

MR. DIELMANN: Well, you have made a request and naturally I have got to comply with your request and submit that to the Guild. At the same time, if you would agree that we should disregard this paragraph or eliminate it it would make your request unnecessary. That is the point I want to bring out.

MR. DENMAN: What I mean to say is that you do not have to have any agreement from us. I think you always have a right to make your own statements in whatever form you please. I think if you want to change the statement in any way, that would be entirely in your own control.

MR. DIELMANN: It would not be a change by me, of course.

111 MR. DENMAN: Well, I mean the Guild.

MR. DIELMANN: What I want to know is, if the Guild should be willing to eliminate that paragraph are you gentlemen satisfied?

MR. DENMAN: Yes, I think that is a matter of right on their part. We would have no choice in it. I think they have a right to make their own statement as they see fit.

MR. DIELMANN: My point is this, then, I can take it up with the Guild members and if they should decide to eliminate that paragraph it would be unnecessary for you to communicate your request and have him make the request then of us. On the other hand, then, it would be a matter of presenting this document as corrected to Mr. Huntress when he comes back from New York.

The meeting thereupon adjourned sine die.

112 I, T. H. Burger, court reporter, hereby certify that I was employed to, and did, take down in shorthand the proceedings had at the meeting between officials of the Express Publishing Company and the negotiators for the San Antonio Newspaper Guild, held in the Express Publishing Company Building, beginning at 4:30 o'clock p. m. on the 21st day of April, 1938; and I further

certify that the foregoing 47 pages contain a full, true and correct transcript of all proceedings had at said meeting.

Witness my hand this 28th day of April, A. D., 1938.

T. H. Burger,
Court Reporter.

EXHIBIT P

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

May 3, 1938

Express Publishing Company
San Antonio, Texas.

Gentlemen:

The Guild, upon request of the San Antonio Express-Evening News Unit, desires to withdraw a paragraph of the Express-News Unit's statement read into the record at the last conference.

The paragraph withdrawn is Paragraph 20, reading as follows:

"Our loyalty to the company has been maintained in spite of stress recently placed upon it. We do not believe that the publisher is aware of, or would countenance such a state of affairs. We have been ridiculed and intimidated by responsible executives of the

Express Publishing Company, and by other persons of influence, who, by their acts, have placed the company, we think, in a position of having violated the National Labor Relations Act. We, however, have no desire to urge these violations unless driven to that end. As stated previously, our supreme desire is to maintain a cordial employer-employee relationship."

This paragraph is withdrawn for the reason that it has been erroneously construed by Company representatives as threatening Labor Board charges in the matters cited if a contract was not negoti. ed. This certainly was not the intention of the Unit or the Guild.

Very truly yours,

The SAN ANTONIO NEWSPAPER GUILD

Frank G. Ragsdale

President.

114 EXHIBIT Q

May 4, 1938.

San Antonio Newspaper Guild,
P. O. Box 871,
San Antonio, Texas.

Gentlemen:

Attention Mr. Frank G. Ragsdale
President

This acknowledges receipt of your letter of May 3rd requesting the withdrawal of a certain paragraph from the statement presented by San Antonio Express and Evening News Unit, San Antonio Chapter, American Newspaper

Guild, at the last conference between the negotiators for the Guild and representatives of the Publisher.

Yours truly,

Signed Thornton Hall

Assistant to the President.

115 EXHIBIT S

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

May 16, 1938

Mr. Frank G. Huntress, Publisher,
Express Publishing Company,
San Antonio, Texas .

Dear Mr. Huntress:

The Express and Evening News unit of the San Antonio Chapter of the American Newspaper Guild requests a conference between you and the unit's negotiators at the earliest convenient date to ascertain your reaction to the unit's communication to you delivered April 21.

The negotiators will also be glad to discuss any other matter you think pertinent.

Very truly yours,

Cliff Potter, Secretary,
San Antonio Newspaper Guild.

116 EXHIBIT T

May 17, 1938.

Mr. Cliff Potter, Secretary,
San Antonio Newspaper Guild,
San Antonio, Texas.

Dear Mr. Potter:

Replying to your letter of May 16.

Inasmuch as Mr. Huntress will be out of the city the remainder of this week, we would suggest Monday, May 23rd, 4:30 p. m., seventh floor of Express Publishing Company building, as a suitable date and place for the conference requested by you.

Very truly yours,

Signed Thornton Hall

Assistant to the President.

117 EXHIBIT U

Stenographic Report of

Meeting Held Between Officials

of the Express Publishing Company and

Negotiators designated by San Antonio Newspaper Guild,

Held in the Express Building at 4:30 o'clock p. m.

On May 23, 1938

PRESENT:

Frank G. Huntress,
M. M. Harris,
A. W. Grant,
A. W. Walliser,
Thornton Hall,
Officials of Express
Publishing Company.

Leroy G. Denman,
Attorney for Express
Publishing Company.

Frank G. Huntress, Jr.

Frank G. Ragsdale,
Henry B. Dielmann,
Negotiators designated by
San Antonio Newspaper Guild.

T. H. Burger,
Court Reporter.

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118 MR. HUNTRESS: I will ask Mr. Hall to read my statement, on account of having a sore throat, if that is all right.

MR. DIELMANN: Yes, certainly.

MR. HALL: This is a statement by Mr. Huntress, (reading):

"Upon my return to my office on Monday, May 9, after a three weeks' absence from the state, I was shown the following communication from San Antonio Newspaper Guild, the receipt of which had previously on May 4 been acknowledged by my secretary:

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 871

San Antonio, Texas

May 3, 1938

Express Publishing Company
San Antonio, Texas.

Gentlemen:

The Guild, upon request of the San Antonio Express-Evening News Unit, desires to withdraw a paragraph of the Express-News Unit's statement read into the record at the last conference.

The paragraph withdrawn is Paragraph 20, reading as follows:

"Our loyalty to the company has been maintained in spite of stress recently placed upon it. We do not believe that the publisher is aware of, or would countenance such a state of affairs. We have been ridiculed and intimidated by responsible executives of the Express Publishing Company, and by other persons of influence, who, by their acts, have placed the company, we think in a position of having violated the National Labor Relations Act. We, however, have no desire to urge these violations unless driven to that end. As stated previously, our supreme desire is to maintain a cordial employer-employee relationship."

119

This paragraph is withdrawn for the reason that it has been erroneously construed by Company representatives as threatening Labor Board charges in the matters cited if a

contract was not negotiated. This certainly was not the intention of the Unit or the Guild.

Very truly yours,

The SAN ANTONIO NEWSPAPER GUILD

(Signed) FRANK G. RAGSDALE

President.

May 4, 1938.

San Antonio Newspaper Guild,

P. O. Box 871,

San Antonio, Texas.

Gentlemen:

Attention Mr. Frank G. Ragsdale

President

This acknowledges receipt of your letter of May 3rd requesting the withdrawal of a certain paragraph from the statement presented by San Antonio Express and Evening News Unit, San Antonio Chapter, American Newspaper Guild, at the last conference between the negotiators for the Guild and representatives of the Publisher.

Yours truly,

120 (Signed) THORNTON HALL

Thornton Hall/s

I have no objection to the Guild's withdrawing that paragraph of its statement if it so desires. However, I wish to state that I quite approve of the remarks regarding that

paragraph which my associates in these negotiations made in the meeting helding on April 21, last.

The Guild has seen fit to resubmit to us the same contract which it proposed at the outset of these negotiations, and which we rejected by a written statement that was read at the meeting of March 30, last. That statement fully set out our objections to that contract upon which was based our decision that it was unreasonable and unacceptable. However, it appears that the Guild is determined to attempt to put that contract over despite our objections.

To repeat, the terms and conditions of that proposed contract and the methods it outlines are directly contrary to the principles and practices which our newspapers have maintained and carried on for many years past. There is no reason why we should alter our policy and practice in this respect. It is our desire and intention to conduct the editorial departments of our two newspapers amicably and harmoniously, as they have been conducted in the past, and as they are being conducted now.

As we stated at the outset of these negotiations, every consideration has been, and will be, shown the Guild member employed by the editorial department, just as every consideration will be shown any and all other em-
121 ployees of that department who do not belong to the Guild. That is, there has been, and there will be, no discrimination shown as between Guild members and non-Guild members in the conduct of our two newspapers' news and editorial departments.

The Express and The Evening News employees always have been treated considerately and fairly as regards wages and working conditions. We believe that The Express was the first Texas newspaper to grant its editorial employees two weeks' vacation with full pay—this ar-

rangement dating back to 1902. Our company also has taken care of old employees who have been faithful to it for a number of years, so that they might continue to live securely. In every such case the monetary allowance made to the old employee was voluntarily granted and fixed by the Publisher.

We are always glad to meet with our employees, whether Guild members or not, for discussion of matters affecting their and the Company's welfare in any respect."

MR. DIELMANN: In connection with the same matter, Mr. Huntress, the Guild has addressed a letter to me, as chairman of this committee of negotiators, authorizing us to withdraw those same statements from the letter which we transmitted from the Guild at the last meeting. This just follows up the same matter, and I would like to ask that this be made a part of the record also. I will read it with your permission (reading):

122 San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box 113

San Antonio, Texas

May 14, 1938.

Hon. Henry B. Dielmann,

Chairman Committee of

Negotiators for the Express-

News Unit of the San Antonio

Newspaper Guild.

Sir:

At a meeting on April 21 of representatives of the Express Publishing Company and negotiators for the San Antonio Express and Evening News Unit of the San Antonio Newspaper Guild, the question arose regarding the striking of a paragraph alluding to certain facts from the formal statement of the Guild to the Express Publishing Company.

You are hereby authorized to strike from the statement the last paragraph on page four aand continuing onto page five.

You are further authorized to strike from the statement the last sentence of the fourth paragraph on page one of the statement.

SAN ANTONIO NEWSPAPER GUILD,

(Signed) CLIFF POTTER, Secretary.

Mr. DIELMANN: If that is satisfactory, we will consider those paragraphs stricken from the statement which we submitted to you.

MR. HUNTRESS: We have no objection to that letter appearing in the record.

123 MR. DIELMANN: May I ask this question at this time? Is the statement Mr. Hall just read on behalf of Mr. Huntress a reply to that communication which we presented at the last meeting?

MR. DENMAN: Yes, that was made in reply to your last statement.

MR. DIELMANN: In that statement, as I recall it, without going into details, the request was made that va-

rious items of the original contract proposed be discussed. As I understand the statement read by Mr. Hall on behalf of Mr. Huntress, Mr. Huntress takes the same position that the original contract is not acceptable. I think that is the sum and substance of it. In the last statement submitted by us on behalf of the Guild members we discuss the various objections made by you in your previous statement, which were discussed here, and attempt to discuss them from the Guild standpoint. Now, in view of the statement that has been read into the record, does that in effect mean that the last discussion by the Guild in its statement to the Publisher is practically rejected, together with the original contract as submitted?

MR. HUNTRESS: We have already very frankly stated in writing that the propcsed contract which was submitted at the first meeting that was held here was unacceptable and unreasonable, in other words, it was unreasonable and unacceptable.

MR. DIELMANN: Yes, and then the Guild has answered that by discussing the objections which you make to the original contract and has given arguments
124 why the objections are not well taken, and has given certain reasons why they think the contract should be discussed in its various provisions. Now, what I as a negotiator want to know now is what the status of those counter proposals, we might call them, on the part of the Guild members is at the present time. Are they rejected or is there a willingness on the part of the Publisher to discuss those counter proposals on behalf of the Guild members?

MR. DENMAN: There has never been a refusal to discuss. We have all been discussing. What do you mean by discuss? Whether the Publisher is willing to accept the contract? Because there has never been any refusal to discuss. Every time we come here you ask whether we are willing to discuss. I think we do discuss.. We discuss so much we interrupt each other.

MR. DIELMANN: Perhaps you did not understand my question. The original contract as proposed has been rejected as being unsatisfactory and unreasonable. The Guild comes back and discusses the various objections in this communication, inviting an open discussion on those disputed questions regarding the original contract. What I want to know is, the negotiators here either can or either cannot discuss the objections made by the Publisher and the reply made by the Guild, one or the other. In other words, are we at the end of what we can do? What is the next step for us as negotiators?

MR. DENMAN: You are free to discuss anything you wish, or say anything you want to say. Discussion means something said by somebody. Now, Mr. Huntress has said item by item what his objections were to the con-
125 tract, and anything you want to say I am sure Mr. Huntress will be glad to hear.

MR. HUNTRESS: You cannot reasonably expect us to continue this resultless discussion when you insist upon keeping that contract before us which has already been rejected as unreasonable and unacceptable. You have not given us anything to go by. All you say here is that you want us to discuss it. In other words, conversation based upon such an attitude can get us nowhere.

MR. DIELMANN: Well, all we can do is to take some proposal as the basis of discussion, even though it may on its face be unacceptable to you, yet it may be the basis of a discussion. In other words, you say here that a certain wage is an unreasonable wage and you do not accept that. Now, the only way we can find out what a reasonable wage is, according to your interpretation, is to discuss that wage or that particular classification. Now, I am merely inquiring as a negotiator whether we can do that, or is it your idea that we must submit to you an entirely new contract for your approval or disapproval.

MR. HUNTRESS: That is a matter entirely with the Guild. If you will look through the conversations that we have had so far you will find that you have at no time made it plain to us, other than submitting and resubmitting a proposed contract that we rejected.

MR. DIELMANN: Merely as a basis of discussion.

MR. HUNTRESS: I think we have made our objections to that contract very clear to you in writing.

126 MR. DIELMANN: Well, the Guild has answered your objections and there is, of course, a difference of opinion between the two of you. Our only purpose here is to see whether or not we can act as mediators between the Guild and you as the Publisher, in trying to arrive at what would be the basis of a fair contract to both. In other words, could we, as negotiators for the Guild members, arrange with you, or any representatives that you may choose, to sit around a table and take that contract which you have rejected and discuss it, and see if we can arrive at what ought to be eliminated and what might be acceptable, what rates might be considered reasonable by you.

MR. DENMAN: Mr. Dielmann, Mr. Huntress has met with you on three occasions, I believe it is, and sat around the table and has done that very thing. He has taken each paragraph of the contract and shown why he could not agree to it, and you have stated your arguments to try to convince, and they have failed to convince. If you have anything further to say, of course, you are free to say it.

MR. DIELMANN: Is it your position, then, Mr. Denman, that the only way we can continue to negotiate would be by an additional written communication?

MR. DENMAN: No, you can say orally anything you please, the meeting is open for that purpose. Go right ahead.

MR. HUNTRESS: As I see it, you have also persisted in ignoring and denying the fact that we have stated why your proposition was unreasonable and unacceptable.

MR. DIELMANN: I think that is a misapprehension on your part.

MR. HUNTRESS: Well, the record will show that.

127 MR. HARRIS: Mr. Denman has referred to the fact that we are stepping on each other's toes conversationally, and I am going to plead guilty to my share of that. Haven't you gentlemen just withdrawn your request for a detailed discussion of the contract which has been rejected? You state in your letter of May 14th, "You are further authorized to strike from the statement the last sentence of the fourth paragraph on page one of the statement." Now, the sentence in question is a request that the Publisher go over the contract proposed item by item.

MR. DENMAN: No, as I understand, the part withdrawn is the part intimating that it was a violation of the Wagner Act.

MR. HARRIS: Then it is the last clause of the sentence and not the entire sentence.

MR. DIELMANN: I am satisfied that is correct.

MR. HARRIS: I do not want to split hairs, but I was confused by that statement.

MR. DIELMANN: Of course, if the whole sentence were withdrawn that would not leave anything else to negotiate about, it would be just the question of the contract having been rejected and that would be the end of it.

MR. DENMAN: In an effort to give full consideration to the proposed contract, the Express Publishing Company has stated item by item what its objections to the

contract are, and has stated fully those objections in writing, and I do not believe you can say there has been no discussion. All we can do is reiterate here what has been said in writing. If you can think of anything more you want to say or any additional argument
128 you want to make, that is what the meeting is for.

MR. RAGSDALE: Mr. Denman, there is a great deal to be said. I want to try to again make it clear that our efforts, and my personal efforts, are utterly sincere in this. I have never tried to put anybody on the spot. There has been a lot of accusation that we have been trying to back somebody into an admission. Personally I have been trying to find out where we stand. Now, the original objections that were filed by Mr. Huntress in many cases were based on a misapprehension and a misunderstanding of what the intention is. It may be obscurely worded, as to what the Guild's intention is in that original contract. And to my mind, the only way we can meet and see just what we think about it, what we think it means and what the Express Publishing Company thinks it means, is to sit down and go over it. And if we have written something there that is obscure, if it means something we did not intend it to mean, the only thing we can do is to get together and write it correctly. The Guild, in this last meeting we had in Mr. Huntress' absence, specifically stated that it wanted it understood that the contract proposed was a basis for negotiations, that we had no idea that we were going to get the wages set out there, although we thought that those wages were right, but conditions were not right to get them. There were other things there that we said, for instance the Guild Shop. The Guild said it would be willing possibly to waive that, and that it would not be discussed any further at the present time. All we want to do is to find out what you people think about what we have proposed and to iron out any misunderstandings about what we
129 mean about those things. That is my idea of negotiations.

MR. HUNTRESS: Then is it your understanding that the contract you submitted was not fair and proper on your part?

MR. RAGSDALE: No, sir. We believe that is a fair and proper contract.

MR. HUNTRESS: We stated to you in our different discussions here that it was unreasonable and unacceptable to us, and we have given the reasons fully why it was not, but you still insist upon that contract.

MR. RAGSDALE: We are not insisting upon that contract, we are insisting upon ironing out that contract and getting as close to it as we can get and as you are willing to give. We still insist that it is a fair contract, but that we do not expect at this time to get that contract.

MR. HUNTRESS: Don't you know that the contract submitted by you is not being taken and adopted at this time by any newspaper?

MR. RAGSDALE: Practically that contract has been signed by newspapers—

MR. HUNTRESS: Wait a minute, I said at the present time, and for the last few months.

MR. RAGSDALE: Yes, there have been contracts in the past few months that have been signed that are practically the same contract.

MR. DIELMANN: I believe the members of the Guild realize that even though they consider the contract submitted is a fair contract, Mr. Huntress, that it probably would not be justified under present conditions
130 obtaining in San Antonio. Isn't that about right? In other words, it is a fair contract for a basis of

discussion. It may not be warranted in all of its provisions at the present time.

MR. HARRIS: Is there any difference in conditions now from what they were when the contract was submitted?

MR. DIELMANN: That is something I could not tell, because I am not familiar with any change in the publishing business.

MR. RAGSDALE: I cannot see how that would change it.

MR. HARRIS: Two meetings ago I asked that specific question of Mr. Berkowitz, I believe it was, as to whether there was any serious belief on the part of the Guild that that contract would be acceptable at the time it was submitted, and the answer was in the negative. Now, there may be some misunderstanding on the part of one side or the other to this discussion, but as far as I am concerned, let me ask you this: Don't you consider that that contract speaks for itself in its own terms?

MR. DIELMANN: I believe I understand what you have in mind, and it was mentioned once or twice before. The position of the Guild is that the wage scales, for instance, in the original contract as submitted, are not unreasonable, considering the type of work that is done and what is demanded of the men doing that type of work. Whether or not at this particular time the Publisher could be expected to pay the exact amounts given in that contract is a debatable question and, of course, would have to be decided by negotiations, until a figure would be arrived at which would under present circumstances be
131 agreeable to both sides, and fair and equitable.
Do you have the original contract which we submitted, Mr. Hall?

MR. HALL: This is it (passing paper to Mr. Dielmann).

MR. DIELMANN: Mr. Harris, you asked the question if we thought the provisions of the original contract submitted were fair. Did you have particular reference to the salaries provided in the contract?

MR. HARRIS: You will not find any such question in the record coming from me. I did not even use that word. My question was if you all had any serious expectations that the contract as submitted would be accepted as a basis of negotiations. I did not say anything about the fairness or unfairness of it.

MR. DIELMANN: Did you ask whether it would be considered by us as the basis of negotiations, accepted as a basis of negotiation?

MR. DENMAN: Don't you think you had better let the record speak for itself on that? We are just giving Mr. Burger a lot of words here that cost money.

MR. HARRIS: My question was whether the Guild and its negotiators had any serious expectation that the original contract as submitted would be acceptable and taken as a basis of negotiations. Now, that is in the record. I forget just the exact terms of the negotiator's reply. I believe it was Mr. Berkowitz who made the reply, but it was to the effect that it was in the negative. If you want to look back at the transcript you will find the question and the answer there.

MR. DIELMANN: I believe I am justified in
132 saying that they certainly did expect it to be accepted as a basis for negotiations, and that is still our position today as negotiators for the Guild. For instance, this one question with reference to article six relating to hours, in which the provision of the contract calls for a five day week, a five day forty hour week. On that question, for instance, the Guild does not think that that is unacceptable, but rather expects that that would be the basis of negotiations.

MR. HARRIS: I believe that is one of the specifications in the Publisher's answer, isn't it, Mr. Denman?

MR. DENMAN: He referred to that in his answer.

MR. DIELMANN: I am informed that this provision of a five day forty hour week is a provision in every contract that the Guild has signed, it is a standard provision that is embodied in every contract. I do not recall any reference in Mr. Huntress' objections to that article.

MR. DENMAN: He made an objection to the general provision. There are several articles tied together. That is the trouble of reading it sentence by sentence. It provides there is to be so much work done within a certain number of days, with three or four interlocking provisions there. There is a lot more in it than what you read.

MR. DIELMANN: It is a simple provision, I don't think it is very complicated.

MR. DENMAN: It is simple, but Mr. Huntress stated it was unacceptable.

MR. DIELMANN: Do I understand, then, Mr. Denman, that what you mean is that so far as the
133 five day forty hour week is concerned, it is unacceptable?

MR. HUNTRESS: We made the statement clearly that the whole contract was unacceptable, unreasonable and unacceptable. Isn't it true that the whole structure of the friendly relations with our employees may be endangered by the attitude that you have taken here? Because you are getting nowhere with the arguments that are being made.

MR. DIELMANN: Well, I will be very frank, Mr. Huntress. I had hoped I could be of some assistance in trying to arrive at some basis of negotiation which could be

carried on in a very friendly spirit and in a profitable way for both sides, but I am almost convinced now that my usefulness is at an end.

MR. HUNTRESS: We have tried to do this since the beginning of these discussions. I will say here again that we intend to run the editorial department as it is run today, and every consideration will be accorded to Guild members as are accorded other employees in that department. We believe that our employees on the Express and Evening News know our problems.

MR. DIELMANN: Well, gentlemen, I hope that is not due to my inability to be a more successful negotiator, but frankly I believe that I am not justified in continuing any further on these discussions. I do not think we are getting anywhere, but perhaps somebody else can be of more assistance than I have been, and I shall be glad to have them take my place. I personally feel like I ought to tell the Guild that I do not seem to be able to get anywhere. I am saying that in all fairness and all frankness, without
134 changing my attitude, which has been that of trying to be a fair and impartial negotiator. I am sorry that I have not been able to be of any assistance to both sides, and frankly; so far as I am concerned, I am not going to take up any more of your time.

MR. HUNTRESS: I would like to ask Messrs. Denman, Harris, Grant, Walliser and Hall if they desire to make any further statement in this matter?

MR. DENMAN: I see nothing further, except that in case at any time you have anything to say we will always be glad to hear it. I am sure there has been no personality involved, merely a difference of opinion.

MR. HARRIS: I would like to call your attention to one thing which I think has a certain relative importance. If Mr. Dielmann intends to withdraw his successor will not

have been present at the meetings that have gone before. There is a rather serious omission in the minutes of the meeting of March 30th, at which meeting Mr. Dielmann, Mr. Ragsdale and Mr. Berkowitz were present. It was in reply to a statement made by Mr. Berkowitz, and I think the minutes ought to be corrected.

MR. DENMAN: On the copy I had of these minutes I penciled some corrections that I intended to submit to Mr. Dielmann. There were quite a number of typographical errors in everyone's statement. I will send it over and let Mr. Dielmann see it, to see if it meets Mr. Dielmann's approval.

MR. HARRIS: You remember Mr. Berkowitz rather implied an unwillingness on the part of the Publisher to negotiate, and he was asked to correct that statement.

MR. DENMAN: He did correct that.

135 MR. HARRIS: But that does not appear in the transcript.

The meeting thereupon adjourned sine die.

136 I, T. H. Burger, court reporter, hereby certify that I was employed to, and did, take down in shorthand the proceedings had at the meeting between officials of the Express Publishing Company and the negotiators for the San Antonio Newspaper Guild, held in the Express Publishing Company Building, beginning at 4:30 o'clock p. m. on the 23rd day of May, 1938; and I further certify that the foregoing 19 pages contain a full, true and correct transcript of all proceedings had at said meeting.

Witness my hand this 30th day of May, A. D., 1938.

T. H. Burger,
Court Reporter.

137 EXHIBIT V

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box No. 871

San Antonio, Texas

July 20, 1938

Mr. Leroy G. Denman,
215 West Commerce Street,
San Antonio, Texas.

Dear Mr. Denman:

It has been brought to the attention of the San Antonio Newspaper Guild by Mr. H. F. LeBaron, representative of the National Labor Relations Board, that Mr. Frank G. Huntress desires to defer the conference with Mr. LeBaron and the representatives of the Guild until August 4, due to the fact Mr. Thornton Hall is out of the city.

Inasmuch as the efforts of the Guild to reach an amicable agreement with Mr. Huntress have already consumed many months, we are most anxious to not delay the meeting any longer than necessary. We should like to hold the meeting as soon as possible, and not delay until August 4, or some future date.

The Guild also desires to say that it no longer desires to pay for shorthand reports of conferences. The Guild has paid a considerable sum to court reporters already, and feels that further expense for transcripts is unnecessary.

We should greatly appreciate your advising us as soon as possible whether it will be possible for the representatives of the Guild to meet with Mr. Huntress and Mr. LeBaron sooner than August 4.

Very truly yours,

San Antonio Newspaper Guild, by

Cliff Potter, Sec.

138 EXHIBIT W

July 22, 1938

Mr. Cliff Potter, Secretary
San Antonio Newspaper Guild
San Antonio

Dear Mr. Potter:

Your letter of July 20 to Mr. Leroy G. Denman has been handed to the writer.

Mr. LeBaron requested a conference, through Mr. Denman, and August 4 was fixed as the earliest available date. The conference will be held on that date at 2:30 o'clock in the afternoon at the usual meeting-place in the Express Publishing Company Building.

Very truly yours,

Frank G. Huntress

President

FGH-h

139 EXHIBIT X

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box No. 871

San Antonio, Texas

August 1, 1938

Mr. Frank G. Huntress, President
The Express Publishing Company,
San Antonio, Texas.

Dear Mr. Huntress:

We have your letter of July 22, setting August 4 as the date for a conference between the Express Publishing Company and the negotiators for the Guild. According to our understarding, this conference was requested by Mr. Howard LeBaron, examiner for the National Labor Relations Board.

However, in telephone conversation with Mr. Denman we have been informed that you consider the conference on August 4 to have been cancelled By Mr. LeBaron.

The Guild still would be glad to attend a conference on this or any other early date to discuss either our proposed contract or the Express Publishing Company's counter proposal.

We feel that the Guild has been more than reasonable in its efforts to reach an agreement with the Publisher in these negotiations. There has, however, been an evident misunderstanding of the Guild's purposes and intentions. It is possible this misunderstanding may be through some error on the part of the Guild.

We are informed that one set of copies of the proposed contract contains the clause:

"There shall be no discharges".

If this clause is in the copy submitted to the Publisher, it is in error. There certainly is no intention on the part of the Guild to limit legitimate and reasonable discharges.

In this respect, all we seek is that there be a written contract giving formal standing to the Guild if it should be necessary to challenge a dismissal which it might consider to be an injustice. This statement is not a presumption that the injustice would be a deliberate act of the Publisher. We have no doubt that if such a case should arise, it would be either the result of a misunderstanding of facts or the act of a subordinate. In either case we have no doubt the Publisher would welcome having such injustices brought to his attention.

Guild contracts and agreements have been in effect for several years and on many papers. Many of them
140 are more restrictive with regard to employment and discharge than the contract we have proposed. Yet we challenge the Publisher to cite a single instance where the American Newspaper Guild or any local has seriously pressed the questioning of any legitimate discharge for cause.

With regard to employment rights, the Guild has indicated that, other provisions of the contract being satisfactory, it would be willing to request the International to waive the Guild Shop clause at this time.

There remains, then, merely the reaching of an agreement on wages, hours and working conditions. On these, we repeat, the Guild will be glad to consider the proposal of the Publisher.

Very truly yours,

San Antonio Newspaper Guild

Frank G. Ragsdale

President.

141 EXHIBIT Y

August 2, 1938

Mr. Frank G. Ragsdale, President
San Antonio Newspaper Guild
San Antonio, Texas

Dear Mr. Ragsdale:

Replying to your letter of August 1.

If the negotiators for the Guild desire another meeting with us, to resume the discussions which they broke off after our meeting of May 23rd, last, we will meet with them on the date already suggested, Thursday, August 4, at 2:30 p. m. at the usual place.

This was the arrangement proposed for the meeting, until it was cancelled by Mr. Howard LeBaron of the National Labor Relations Board office in conversation with our attorney, Mr. Leroy G. Denman.

If the date of August 4 is not convenient for the Guild's negotiators, then we suggest Monday, August 8, at the same hour and place.

Very truly yours,

President

FGH-h

142 EXHIBIT Z

San Antonio Newspaper Guild

A Local of the American Newspaper Guild

Post Office Box No. 871

San Antonio, Texas

August 4, 1938

Mr. Frank G. Huntress, President
The Express Publishing Company
San Antonio, Texas.

Dear Mr. Huntress:

This acknowledges your letter of August 2nd, setting a conference between the Express Publishing Company and the negotiators for the Guild for this date.

The Guild regrets that this conference was not held and, at the request of Mr. Hall, here states its understanding of the reasons for the failure to meet.

In view of the statement of Mr. Denman that the conference originally called for this date at the request of Mr. LeBaron had been cancelled at Mr. LeBaron's suggestion, and further in view of our letter of August 1st in which we stated that the Guild would be glad to attend a conference to discuss any counter-proposal by the Company or the Guild's original proposal, we assumed today's conference was called by the Company for that purpose and our negotiators were prepared to attend.

However, during the morning Mr. Denman telephoned from Kingsville to inquire about the status of the conference. During the conversation it developed that we were

under a misconception. He gave us to understand that the Company considered that the Guild had requested the conference. We had not done so and it seemed to be agreed that the meeting would be futile and he said he would not return to the city.

This information was conveyed to Mr. Hall by telephone and he concurred that no conference would be held today.

The Guild wishes it clearly understood that it sincerely desires to come to an agreement with the Company fairly and amicably, with equal justice to both employer and employes. Whenever the Company desires to meet with us for this purpose we will be more than glad to have our negotiators present.

Very truly yours,

San Antonio Newspaper Guild

Frank G. Ragsdale

President

San Antonio Newspaper Guild
Post Office Box 871
San Antonio, Texas

San Antonio, Texas
Aug 5
7 AM
1938

MR. FRANK G. HUNTRESS
Express Publishing Company
San Antonio, Texas.

143 EXHIBIT AA

Denman, Franklin & Denman
Lawyers

Offices in San Antonio Loan and Trust Building

San Antonio, Texas

August 5, 1938.

Mr. Frank G. Huntress,
Express Publishing Co.
San Antonio, Texas.

Dear Mr. Huntress:

Yesterday morning on August 4th I was at Kingsville and telephoned Mr. Hall to inquire whether the Express had received any answer to your letter of August 2nd in which you informed the Guild that if it desired a meeting it would be satisfactory to have it on August 4th at 2:30 P. M., the date originally suggested, or if that date was not satisfactory to the Guild Negotiators then on Monday, August 8th. Mr. Hall informed me that no answer had been reeeived from the Guild. In order to know whether it would be necessary for me to return to the City by 2:30 P. M. I called Mr. Ragsdale and asked him whether the Guild expected to attend the meeting. He stated that it was his understanding that you had asked for the meeting. I told him that was not my understanding of the letter; that the meeting had originally been asked for by Mr. LeBaron and had subsequently been cancelled by him; that at a later date on August first Mr. Ragsdale had written to you that the Guild would be glad to attend a conference. That in your letter of August 2nd you in compliance with that request had consented to a conference for August 4th if convenient and if not suggested the following Monday, so that you were merely acceding to the Guild's request for a con-

ference. Mr. Ragsdale said "Well, we have nothing more to submit". I said you mean there will be no conference, and he said, that is correct.

I think there has been a misconception in that we construed the Guild's letter of August first as asking for a conference although Mr. Ragsdale does not so construe it. He construed your letter of August 2nd as requesting a conference while we construed it as merely consenting to one if the Guild wanted it.

Yours truly,

Leroy G. Denman

LGD-k.

144 August 5, 1938

Mr. Frank G. Ragsdale, President
San Antonio Newspaper Guild
San Antonio, Texas

Dear Mr. Ragsdale:

Your letter in regard to our communication of August 2, in which we expressed willingness to meet with the Guild's negotiators on either August 4 or August 8, is postmarked by the San Antonio postoffice August 5, 7 AM., although the letter itself is dated August 4.

Although our discussions with you and your co-negotiators were broken off by our negotiators on May 23, last, we acceded to a request by Mr. Howard LeBaron of the National Labor Relations Board regional office for a further meeting with the Guild's spokesmen. When Mr. LeBaron's request was conveyed to me by our Attorney, Mr. Denman, I fixed the date for that meeting as August 4. In a letter to Mr. Denman, dated July 20, the Guild's secretary, Mr. Cliff Potter, requested that the meeting be

held earlier than August 4. My reply to Mr. Potter's letter on July 22, fixed August 4 as the earliest available date.

In your letter of August 1, addressed to me, you stated that "The Guild still would be glad to attend a conference on this (August 4) or any other early date. . ." My letter of August 2, in reply to that communication from you, stated that "if the date of August 4 is not convenient for the Guild's negotiators, then we suggest Monday, August 8."

Herewith copy of a letter from our Attorney, Mr. Leroy G. Denman, bearing upon his telephone conversation with you on August 4.

Very truly yours,

President

FGH-h
enc.

145 EXHIBIT CC

National Labor Relations Board

Sixteenth Region

405 Federal Court Building

Fort Worth, Texas

September 22, 1938

Mr. Leroy G. Denman
Attorney at Law
San Antonio Loan & Trust Building
San Antonio, Texas

Re: Express Publishing Company

Case No. XVI-C-293

My dear Mr. Denman:

Enclosed is copy of complaint and notice of hearing in the matter of the above numbered case.

Our object is always to avoid the expensive procedure of hearings where possible. Should you be disposed to contact us prior to the date of the hearing for the purpose of adjusting the matters made the subject of the enclosed instrument in compliance with the National Labor Relations Act, we should be happy to have you call upon us.

Sincerely

Edwin A. Elliott

Regional Director

EAE mc
Enclosure

146 EXHIBIT DD

September 30, 1938

In re Express Publishing Company case No. XVI-C-293

National Labor Relations Board
Sixteenth Region
405 Federal Court Building
Fort Worth, Texas

Attention Dr. Edwin A. Elliott:

Dear Doctor Elliott:

Receipt is acknowledged of your letter of September 22 sending me copy of complaint and notice of hearing in this

case. Enclosed I am filing the original and three copies of the answer of the Express Publishing Company.

I note your remarks in reference to adjustment of the subject of the complaint. As is shown by the stenographic report of the negotiations carried on, the difficulty was not failure to negotiate, but inability to agree, and the negotiations were terminated by the Guild and not by the Express, the Express having always been willing to have any further meetings at any reasonable time if the Guild thought it would be of any benefit.

Yours truly,

(Signed) Leroy G. Denman

lgd-hs
enc

147 EXHIBIT EE

An agreement made this 28th day of Feb., 1938, between the Light Publishing Company, hereinafter known as the Publisher, and the San Antonio Newspaper Guild, a local chartered by the American Newspaper Guild, hereinafter known as the Guild, for itself and on behalf of all full time employees in the editorial department of the Publisher, except as hereinafter provided, covering conditions of employment in the editorial department of the Publisher.

WITNESSETH: In consideration of the covenants mutually hereinafter agreed to, it is agreed between the Publisher and the Guild as follows:

SECTION 1. All of the conditions and benefits contained in this contract shall apply to all full time employees who are now, or hereafter, during the life of this contract may be, employed in the editorial department of the Publisher, except such employees as are otherwise specifically provided for in this contract.

SECTION 2. The editor, managing editor, Sunday editor, city editor, assistant managing editor, sports editor, and private secretaries shall be excluded from the provisions of this contract.

SECTION 3. For the purpose of this agreement, "experience" shall be defined as follows: Employees shall possess the indicated years of experience within the classifications shown either on the San Antonio Light or upon the staffs of daily newspapers of not less than 10,000 bona fide circulation, said circulation to be determined by a recognized circulation audit report, or bureaus of recognized established national or local news or photo services, in the same line of employment for which said employee is hired by the Publisher. The Publisher shall be the sole judge of competency under this definition.

SECTION 4. The five day 40 hour work week shall obtain for all editorial department employees, except those excluded from the terms of this agreement. The working day shall consist of eight hours, falling within nine consecutive hours.

Accumulated overtime shall be liquidated within 60 days, in amounts of not less than eight consecutive hours off, if accrued.

If an employee has not taken his accumulated overtime at the termination of his employment, he shall be compensated in cash for such overtime.

Overtime shall be compensated at the rate of equivalent time off or pro rata pay at the option of the Publisher.

Overtime claims must be made as provided by office rules posted on the bulletin board.

SECTION 5. When an employee who has been employed less than three months is discharged, he is not en-

titled to notice or dismissal pay; when employed more than three months and less than six months, he shall receive two weeks dismissal notice or one week's dismissal indemnity at the option of the Publisher. When an employee is discharged after six months' continuous service, he shall receive a cash severance payment in accordance with the following schedule:

148 When employed more than six months and less than one year, one week's pay;

When employed more than one year and less than two years, two weeks' pay;

When employed more than two years and less than three years, three weeks' pay;

When employed more than three years and less than four years, four weeks' pay;

When employed more than four years and less than five years, five weeks' pay;

When employed more than five years and less than six years, six weeks' pay;

When employed more than six years and less than seven years, eight weeks' pay;

When employed more than seven years and less than eight years; ten weeks' pay;

When employed more than eight years and less than nine years, twelve weeks' pay;

When employed more than nine years, fourteen weeks' pay;

Severance pay shall be computed at the highest rate of pay received during the six months prior to discharge. The years of service provided for herein shall mean the total continuous service with the Publisher. From such severance pay shall be deducted old age benefit tax paid to the Social Security Board.

Where the discharge of an editorial employee is due to wilful breach or gross misconduct, the amount of dismissal indemnity to be paid, if any, shall be determined by mutual agreement of the Publisher and a conference committee.

SECTION 6. Two weeks vacation with pay shall be granted all editorial department workers who have worked for the Publisher one year or more. One week vacation with pay shall be granted all editorial department workers who have worked for the Publisher for more than six months and less than one year.

Employees will be permitted to file, in writing, their vacation time preferences, and a schedule shall be prepared in conformity with such requests, provided the Publisher shall reserve the right to change such schedule by giving one week notice thereof, in the event of any work emergency. No editorial department employees shall take vacation after September 15 except by mutual agreement between the Publisher and the employee.

SECTION 7. The Publisher shall pay all legitimate expenses incurred by the employees in the service of the Publisher, and necessary working equipment shall be provided by the Publisher. Employees using their own automobiles in the service of the Publisher shall be compensated weekly at the sum to be mutually agreed upon by the Publisher and the employee.

SECTION 8. No employee shall be transferred by the Publisher to any other Hearst enterprise without the employee's consent, and in the event such other enterprise is

in another city, without payment of the employees traveling expense and transportation.

SECTION 9. Employees of the Publisher shall be free to engage in activities on their own time which do not consist of services performed for publications in direct competition with the Publisher; provided that, without permission no employee shall exploit his connection with the publisher in the course of such activity.

149 SECTION 10. The provisions of this contract shall not apply to temporary employees, such as election return workers, contest judges, etc., nor to employees who average less than 20 hours of work per week for the Publisher.

SECTION 11. The Publisher may prescribe rules, not in conflict with this agreement, such as are deemed necessary in the operation of the business, such rules to be posted on the bulletin board in the editorial department.

SECTION 12. Without permission in writing from the Publisher, no employee shall use the name of the Publisher or any featured title or other material of the Publisher to exploit his outside endeavors.

SECTION 13. No employee shall be required to have published under his name any material containing an expression of opinion not in conformity with his opinion.

SECTION 14. Sick leave is granted with full pay, the duration of such benefits to be decided by the management upon the merits of individual cases. No deductions shall be made for sick leave from overtime credited to the employees.

SECTION 15. Wages and salaries and classification of employees:

	3 Years	1 Year	Under 1 Year
Copy Desk, Rewrite	$40.00		

Editorial Workers, Reporters, Artists Retouchers, and Camera Men

$37.50 25.00 16.00

Society, Clubs, Home Economics and Librarians

Experience up to three years....$20.00
And more than three years.....$25.00

Filing Clerks, Copy & Office Clerks, Office Boys and Messengers

$15.00 minimum

This agreement shall be in full force and effect from the 7th day of March, 1938, and shall expire on the 7th day of March, 1939. Within 60 days of the expiration date herein the Publisher and the Guild may initiate negotiations for a new agreement, to become effective at the expiration of this agreement.

W. McIntosh, Pres.
Light Publishing Company

Joseph E. Dynan, President
San Antonio Newspaper Guild

Cliff Potter, Secretary

EXPRESS-NEWS CONTRACT

An agreement made this——day of———, 1938, between the Express Publishing Company, hereinafter known as the Publisher, and the San Antonio Newspaper Guild, a local chartered by the American Newspaper Guild, hereinafter known as the Guild, for itself and on behalf of all the employees in the editorial department, both Express and Evening News, of the Publisher.

WITNESSETH: In consideration of the covenants mutually hereinafter agreed to, it is agreed between the Publisher and the Guild as follows:

ARTICLE I—Guild Shop.

1. The Publisher shall require as a condition of employment of any employee that he be and remain a member of the Guild in good standing during the term of his employment. If any employee be not a member of the Guild at the time of signing of this agreement or at the time of his acceptance of employment, he shall become a member of the Guild within thirty days of the date of signature of this agreement or within thirty days of his becoming an employee of the Publisher.

2. The Guild agrees that it will admit to membership and retain in membership any employee, subject to the Constitution of the American Newspaper Guild and by-laws of the Guild.

ARTICLE II—Preferential Hiring.

1. In the event that the Publisher finds it necessary to fill vacancies in the aforesaid department or requires additional employees in said department, he shall apply to the Guild to supply a candidate or candidates for said positions. In the event that the Guild is unable to supply candidates for said positions satisfactory to the Publisher within five days after notice by the Publisher to the Guild of his requirements, the Publisher may select any persons he desires for such positions, provided they are eligible for Guild membership.

ARTICLE III—Classifications.

In application of this agreement, all employees shall be divided into the following classifications:

A. City editors, telegraph editors, heads of copydesks.

B. Assistant city editors, assistant heads of copydesks, copyreaders, rewrite men.

C. Sports editors.

D. Society editors.

E. Sports and Society reporters, helpers.

F. Reporters.

G. Morgue, Library workers.

H. Artists.

I. Photographers.

J. Copyboys, office boys.

K. Editorial writers.

151 ARTICLE IV—Minimum Salaries.

E. No employee within classification A as set forth in the foregoing article shall receive a weekly rate of pay less than $65.

2. No employee within classification B as set forth in the foregoing article shall receive a weekly rate of pay less than $60.

3. No employee within classification C as set forth in the foregoing article shall receive a weekly rate of pay less than $60.

4. No employee within classification D as set forth in the foregoing article shall receive a weekly rate of pay less than $50.

5. No employee within classification E as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

After three years' daily newspaper or news service experience, or assistant editors, regardless of experience ..... $45.
After two years' experience ..... $35.
After one year's experience ..... $30.
Less than one year's experience ..... $25.

6. No employee within classification F as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

After five years' experience ..... $55.
After four years' experience ..... $50.
After three years' experience ..... $45.
After two years' experience ..... $40.
After one year's experience ..... $30.
Less than one year's experience ..... $25.

7. No employee within classification G as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

Head librarian ..... $40.
Helpers:
After three years' experience ..... $35.
After one year's experience ..... $30.
Less than one year's experience ..... $25.

8. No employee within classification H as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

Chief artists, head of department ..... $60.
Helpers:
After five years' experience ..... $40.
After four years' experience ..... $35.
After three years' experience ..... $30.
After two years' experience ..... $25.
After one year's experience $22.50
Less than one year's experience ..... $18.

9. No employee within classification I as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

After five years' experience	$55.
After Four years' experience	$50.
152 After three years' experience	$45.
After two years' experience	$40.
After one year's experience	$30.
Less than one year's experience	$25.

10. No employee within classification J as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

After one year's experience	$22.50
Less than one year's experience	$17.50

11. No employee within classification K as set forth in the foregoing article shall receive a weekly rate of pay less than that set out in the following schedule:

After three years' experience	$65.
After one year's experience	$50.
Less than one year's experience	$40.

12. The minimum set forth in the foregoing sections of this article shall be increased ten per cent for any employee whose normal working schedule requires him to be on duty at any time between the hours of 7 p. m. and 6 a. m.

13. There shall be no reduction in salaries.

14. The rate of pay of any employee in excess of minimum rates set forth in this article shall be established by individual negotiation between said employee and the Publisher.

15. Payment of wages shall be made weekly.

16. In this article the term "experience" shall be construed to mean experience on any daily newspaper or news service, i. e., employment with any daily paper or news service. The term "editor" or "department head" shall mean one in charge of the department, one with whom responsibility lies.

ARTICLE V—Level Increase in Pay.

As of the effective date of this contract the salary of any employee which is not increased by ten per cent through the application of the minimum salary provisions, shall be so increased.

ARTICLE VI—Hours.

1. The five-day, 40-hour week shall obtain.

2. The working day shall consist of eight hours falling within nine consecutive hours.

3. The Publisher shall compensate for overtime at the rate of time and one-half in either time off or cash. If compensation is in time off, it shall be given in periods of not less than eight hours, and within six weeks of its accrual at the mutual convenience of the management and the employee. Overtime accumulated during the six weeks preceding an employee's vacation may be added to his vacation.

4. The Publisher shall cause a record of all overtime to be kept.

5. If an employee has not taken his accumulated overtime at the termination of his employment with the Publisher, he shall be compensated in cash in a lump sum.

153 ARTICLE VII—Severance.

1. Upon dismissal, an employee shall receive a written notice from the Publisher or his agents stating the cause for his dismissal.

2. Upon dismissal or resignation, an employee shall receive a cash severance pay in a lump sum, equal to four weeks' pay for every year of service or fraction thereof, such pay to be computed at the highest weekly rate of pay received by the employee during his service with the Publisher.

3. By arrangement with the Publisher, employees may be granted leaves of abasence without prejudice to continuing service in the determination of severance pay.

ARTICLE VIII—Vacations.

1. Employees shall be entitled to an annual vacation with full pay at the rate of one week after six months' service, two weeks after one year's service, three weeks after five years' service.

ARTICLE IX—Illness.

1. In the event of illness resulting from the performance of his duties, an employee shall receive sick leave with full pay for the entire duration of such illness.

2. In the event of illness from any other cause, an employee shall receive sick leave with full pay, the minimum duration of such sick leave within any one calendar year to vary according to the length of service of the employee with the Publisher at the time of becoming ill, at the rate of four weeks for every year of service or fraction thereof.

3. No deductions shall be made for sick leave from overtime credited or to be credited to the employee.

ARTICLE X—Limitation of Apprentices.

Of the employees within classifications A, B, C, D, E, F, G, H, and I, not more than ten per cent shall be employees with less than three years' experience and within that ten per cent not more than one-half shall have less than one year's experience. This shall not apply to employees in the service of the Publisher when negotiations on this contract are opened.

ARTICLE XI—Miscellaneous.

1. The Publisher shall pay all legitimate expenses incurred by an employee in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher at the rate of ten cents a mile.

2. The employees of the Publisher shall be free to engage in any activities outside of working hours provided such activities do not consist of services performed for publications in direct competition with the Publisher and provided further that without permission no employee shall exploit his connection with the Publisher in the course of such activities.

3. The Publisher agrees not to have or enter into any agreement with any other Publisher binding other publisher not to offer to give employment to employees of the Publisher.

4. There shall be no dismissals in any department because of the expense of putting this agreement into effect.

154 5. Reporters shall not be required to act as photographers and photographers shall not be required to act as reporters.

6. The Guild shall be allowed to place a bulletin board in each editorial office for the purpose of posting notices and communications.

7. The Publisher agrees not to hire any employee on a part-time basis, i. e., for periods less than the 40-hour week, and agrees not to allow anyone to work on the staff without compensation from the Publisher.

8. Copyboys or office boys who have served five years in that capacity with the Publisher, and who are 21 years old or over, shall be given the first opportunity of filling vacancies in the editorial department.

9. The Publisher shall not enter into any contract for the preparation of news, editorial or feature material, or any matter represented as such in the columns of the Publisher at wage rates or under working conditions less acceptable than those specified in this agreement, provided that this shall not be interpreted to bar contracts with nationally recognized wire services, feature services or photo syndicates.

10. No employee shall be required to have published under his name any material containing an expression of opinion not in conformity with his opinion.

11. The article in this agreement respecting wages, severance, vacations, and illness, i. e., articles IV, VII, VIII, and IX, shall be retroactive to the date negotiations on this agreement were opened between the Guild and the Publisher.

12. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

13. This agreement shall commence on the ——— day of ———, 1938, and expire on the ——— day

of ————, 1939; within a sixty-day period immediately prior to the termination of this agreement, the Publisher and the Guild shall initiate negotiations for a new agreement to take effect at the expiration of this agreement. If such new agreement is not completed at the end of that sixty-day period or on the expiration date heretofore given, then this agreement shall continue in effect until such new agreement is completed.

THE EXPRESS PUBLISHING COMPANY

By————————————, President.

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THE SAN ANTONIO NEWSPAPER GUILD

By————————————, President.

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WITNESSED BY:

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